



ELCHC Board of Directors Special Meeting Agenda - Amended

Tuesday, December 7, 2021 at 1:00 pm

6302 E. Dr. Martin Luther King Jr. Blvd., Suite 100 Tampa, FL 33619

Zoom Meeting

<https://us06web.zoom.us/j/88375287599?pwd=NHdmS0NZdzFXUjlZcG40eSswK1NBUT09>

Meeting ID: 883 7528 7599

Passcode: 323954



ELCHC Board of Directors Special Meeting

Tuesday, December 7, 2021

I. WELCOME & INTRODUCTIONS

A. Patel

A. Roll call/Quorum

B. Pledge of Allegiance

II. PUBLIC COMMENT I

Individuals wishing to address the Early Learning Coalition of Hillsborough County Board of Directors must complete a Public Comment Request Card and submit it to the official recorder prior to the noticed start time of the meeting. Said comments will be limited to three (3) minutes per individual on a first come, first serve basis, and only at such time as is identified on the official meeting agenda for public comment. All public comment in Public Comment I must pertain to an item on the approved agenda

III. CHAIRMAN'S REPORT

A. Patel

IV. CONSENT AGENDA

The "consent agenda" is a single agenda item typically addressed first after convening the board meeting and establishing that a quorum is present. The consent agenda encompasses all the routine, pro forma and noncontroversial items that the Board needs to vote on.

V. CEO REPORT

G. Gillette

A. Diversity, Equity, and Inclusion Initiative Update

B. Provider Review Hearing Process and Update

C. Legislative/Division of Early Learning (DEL) Updates

D. Provider Rate Increase/School Readiness Waitlist Updates

E. Holiday Event - Trains, Toys, & Tidings Update

VI. DISCUSSION ITEMS

VII. PUBLIC COMMENT II

Individuals wishing to address the Early Learning Coalition of Hillsborough County Board of Directors must complete a Public Comment Request Card and submit it to the official recorder prior to the noticed start time of the meeting. Said comments will be limited to three (3) minutes per individual on a first come, first serve basis, and only at such time as is identified on the official meeting agenda for public comment.

VIII. INFORMATION ITEMS

A. Certificate of Acceptance and Compliance with City of Tampa - 3

K. Minney

IX. ADJOURNMENT

ELCHC BOARD OF DIRECTORS MEETING – December 7, 2021

INFORMATION

ITEM VIII.A.

ISSUE: City of Tampa Certificate of Acceptance and Compliance

FUNDING SOURCE: City of Tampa Community Development Block Grant

NARRATIVE:

On August 23, 2021, the ELCHC Board of Directors approved for staff to execute a contract with the City of Tampa to receive Community Development Block Grant funds up to \$100,000 to benefit low-to-moderate income families living within the City of Tampa (direct slots/iSpy program). Accepting financial support from the City of Tampa is conditional on compliance with the City Ethics Code under the grant agreement. We are required to inform all Board members of this requirement within the Agreement, and the attached Certificate of Acceptance and Compliance form is to be signed by the Board Chair, Board Secretary, and Board Treasurer. City of Tampa Code Section 2-525 is attached for information, as well as the Coalitions' Conflict of Interest (Employee Handbook, page 9 & Purchasing Policy, Page 24) and Whistleblower policy (Employee Handbook, page 10).

Date: _____

**Certificate of Acceptance and Compliance with City of Tampa Code Section 2-525,
Standards of Conduct and Accountability Requirements for Non-Profits Provided Financial Support by the City**

- I The Board of Directors of HILLSBOROUGH COUNTY SCHOOL READINESS COALITION, INC. D/B/A EARLY LEARNING COALITION OF HILLSBOROUGH COUNTY. (Non-Profit) hereby accepts that City financial support is conditional on compliance with the City Ethics Code and certifies that it has reviewed the requirements of City of Tampa Code Section 2-525 and any leases, operating agreements or other contracts or agreements between Non-Profit and the City and determined that the Non-Profit has fully complied with each applicable requirement, including the following requirements in City of Tampa Code Section 2-525:

Required Policy

Date of Adoption

A. Conflict of Interest Policy (paragraph 2-525(4)a and b)

B. Anti-nepotism Policy (paragraph 2-525(4)c)

C. Whistleblower Policy (paragraph 2-525(4)d)

- II A. The total salary and benefits of each Executive Staff member and any affiliated corporate entities as required by paragraph 2-525(5)a. 2. & 3.

Position:

Name:

Total Compensation:

1. Chief Executive Officer:

2. Financial accountability and controls:

3. Facilities management and operations:

4. Personnel and human resources:

5. Development, marketing and/or public relations:

B. Total amount of City Financial Support: _____

III This certification was approved for transmittal to the City of Tampa by an affirmative vote of the Board of Directors of the Non-Profit on the _____ day of _____, _____.

Chair

HILLSBOROUGH COUNTY SCHOOL READINESS COALITION,
INC. D/B/A EARLY LEARNING COALITION OF HILLSBOROUGH
COUNTY

Legal Name of Entity

Secretary

6302 E. Dr. Martin Luther King Jr. Blvd. Ste 100 Tampa, FL 33619

Mailing Address

Treasurer

Contact Email Address & Telephone Number

Sec. 2-525. - Standards of conduct and accountability requirements for non-profits provided financial support by the city.

- (1) *Purpose:* The purpose of this section is to provide ethical guidance and enforceable requirements for each of the non-profits to which the city provides financial support. Partnerships with the private non-profit sector can be a valuable, cost-effective mechanism for delivering services and providing amenities for the people of the city. For this public-private partnership to be successful the city and the city's non-profit partners must recognize that adherence to high levels of transparency and ethics is essential.
- (2) *Scope:* This section of the Code shall apply to each and every non-profit that accepts twenty-five thousand dollars (\$25,000.00) or more in financial support from the city. The act of acceptance of this financial support by a non-profit shall constitute acceptance of the requirements of this section and agreement by the non-profit, its board members, and its executive staff to comply with each of the requirements of this section. Any transaction between the city and a non-profit subject to the requirements of this section shall be void if the non-profit refuses to accept or fails to substantially comply with the requirements of this section. The requirements of this section may not be waived by contract, resolution, or any act of any city officer or employee.

(3) *Definitions:*

Board of directors shall mean the governing body of the non-profit.

Board member shall mean any member of the governing body of the non-profit.

Executive staff shall mean the senior tiers of management of the non-profit. At a minimum, executive staff shall include the chief executive officer plus the individual(s) ultimately responsible for:

- a. Financial accountability and controls;
- b. Facilities management and operations;
- c. Personnel and human resources; and
- d. Development, marketing and/or public relations.

Financial support:

- a. Financial support includes, but is not limited to, transactions of twenty-five thousand dollars (\$25,000.00) greater where the following occurs in support of a public purpose:
 1. Transfer or assignment of cash or a cash equivalent from the city to the non-profit, including distribution of funds under any state, federal or other governmental program administered by the city;
 2. Transfer or assignment of any interest in real property;
 3. Any agreement for use or operation by a non-profit of any real property owned or controlled by the city;
 4. Payment of any debt or debt service that is for the benefit of the non-profit; and
 5. Any other transaction where an item of value is made available to the non-profit in support of a public purpose.
- b. Financial support does not include:
 1. Any transaction in which an item of value less than twenty-five thousand dollars (\$25,000.00) is transferred or assigned by the city to the non-profit.
 2. Payments made by the city pursuant to a contract for goods or services that have been procured through a competitive process. Any contract with a non-profit that was a sole source procurement or otherwise for goods or services not procured through a competitive process shall be presumed to be financial support.
 3. Goodwill, advertising, sponsorship (including city services), promotional consideration, and in-kind support not otherwise specified herein as an item of value.
 4. Any one-time transaction in which an item of value other than cash is transferred or assigned by the city to a

non-profit, and that follows the city's existing policy for making such transfer or assignment.

5. Funding in the form of an award made by the city pursuant to a state or federal grant program that is subject to other reporting, monitoring, or audit requirements.
6. Payments made as a result of a special assessment services agreement, municipal services or other service agreement, where specific services are provided and invoices are submitted to the city by the non-profit on a reimbursement basis subject to review and approval by the city.
7. Funding provided to any governmental or quasi-governmental agency or entity, whether or not said agency or entity is designated as a section 501 entity under the Internal Revenue Code.

Item of value shall include payment of any debt, any interest in real property, stocks, intellectual property rights, royalties, bonds, insurance or insurance coverage, cash, and other valuable personal property.

Non-profit shall include all entities designated as non-profit by the U.S. Internal Revenue Service under section 501 of the Internal Revenue Code, or any not-for-profit corporation incorporated under the laws of the State of Florida or other state law.

(4) *Obligations of the non-profit, board of directors, and executive staff:*

- a. The board of directors shall adopt a conflict of interest policy applicable to all board members and executive staff that shall prohibit the following:
 1. Any transactions between the non-profit and a board member or executive staff which may inure to the personal financial benefit of a board member, executive staff, or the immediate family of a board member or executive staff, except:
 - i. After an open and competitive process and full disclosure of the transaction and the relationship to the board member or executive staff;
 - ii. When any personal financial benefit would be de minimus or limited solely to good will or other speculative benefits; or
 - iii. Executive staff compensation for employment by the non-profit.
 2. Employment by executive staff with an entity directly or indirectly competing with the non-profit.
- b. The board of directors shall adopt a policy prohibiting transactions with any for-profit entity affiliated with, owned by, or employing a board member or executive staff or the immediate family of a board member or executive staff, except:
 1. After an open and competitive process and full disclosure of the transaction and the relationship to the board member or executive staff; and
 2. When any financial benefit to the for-profit entity would be de minimus or limited solely to good will or other speculative benefits.
- c. The non-profit board of directors shall adopt an anti-nepotism policy, except in the case where the non-profit is a family trust or foundation.
- d. The non-profit board of directors shall adopt a whistleblower policy that, at a minimum, shall include a method to allow any employee to bring to the attention of the non-profit's designated ethics officer any actions that violate federal, state, or local laws or established non-profit policies regarding personnel, finance, ethics, and asset management.
- e. The non-profit board of directors shall endeavor to have a diverse board and shall not discriminate in the recruitment or selection of board members, except in the case where the non-profit is a family trust or foundation.
- f. The board of directors, board members, and executive staff shall not enter into any arrangement involving any form of kickbacks.

(5) *Reporting and recordkeeping requirements:*

- a. Each non-profit shall annually file with the city finance director:
 1. A statement, in substantially the form provided in the attached certification, approved by the board of directors certifying on behalf of the non-profit compliance with this section and compliance with any leases, operating agreements or other contracts or agreements between the non-profit and the city,
 2. Total compensation provided by the non-profit, and any of its affiliated entities, to each executive staff member,
 3. Total amount of city financial support.
- b. Each of the items in paragraphs (5)a. shall be filed annually on or before April 1 for the prior calendar year.
- c. The board of directors of the non-profit shall keep accurate written minutes of all meetings of the board of directors, all meetings of the executive committee and any meetings of committees designated to address ethics, finances, or compensation of executive staff. These minutes must include recordation of all votes of each individual board member on all actions of the board of directors where the action of the board of directors is not unanimous, and shall be made available to the city upon receipt of written request.
- d. Each non-profit shall maintain the following documents and provide any or all of the documents within seven (7) days of a request by the city finance director:
 1. Copies of the policies and procedures demonstrating the non-profit's compliance with this section, and
 2. Copies of records documenting compliance with non-profit policies and procedures required by this section, and
 3. List of all board members and executive staff and contact information for each, including address and phone number, sufficient for the city to directly contact the each board member and executive staff member, and
 4. List of all transactions approved by the board of directors pursuant to the policies required by paragraphs (4)a. and b., including the persons or business entities involved in the transactions, the nature of the transactions, the nature of the relationship(s) that implicated paragraphs (4)a. or b, the dollar amount of the transaction, and the date of the board of directors approval of the transaction, and
 5. Copies of all Form 990 and related schedules filed with the Internal Revenue Service and any additional filings regarding related party transactions as defined by the Internal Revenue Code.
- e. In the event any violation of this section becomes known to the non-profit board of directors or executive staff, a report shall be filed with the city finance director not more than fifteen (15) days after the violation becomes known to the board of directors or executive staff.

(6) *Enforcement:*

- a. The city shall have the right to audit all records and inspect all assets of the non-profit as necessary to determine compliance with this section and any other terms or conditions of any grant agreement, contract, lease, deed, or other agreement with the city.
- b. In the event the city becomes aware that a non-profit has failed to comply with any aspect of this section, the city shall provide notice in writing to the non-profit board of directors. If the non-profit fails to cure a material failure to comply with this section within sixty (60) days of written notice of the material failure, the non-profit shall:
 1. Refund all city financial support provided in the city's fiscal year within which the non-profit failed to comply with this section; and
 2. Be barred from applying for or receiving financial support from the city for a period of one (1) year; and
 3. In no event shall the non-profit receive financial support from the city until the non-profit has demonstrated full compliance with this section.

The sixty-day period for cure of a material failure to comply with this section may be extended for two (2) additional thirty-day periods by the city finance director.

- (7) *Effective date:* This section shall be effective upon becoming law. This section shall apply to all transactions on or after the effective date, but shall not be construed to impair contracts effective and in force prior to the effective date.

(Ord. No. 2010-153, § 1, 10-21-2010; Ord. No. 2012-8, § 1, 1-19-2012)



EARLY LEARNING

COALITION OF HILLSBOROUGH COUNTY

EMPLOYEE HANDBOOK

Updated April 2021

Early Learning Coalition of Hillsborough County, Inc.
6302 E. Dr. Martin Luther King Jr. Blvd. Suite 100 Tampa,
Florida 33619
Phone: (813) 515-2340

Page 10 of 96

Gordon L. Gillette = 4/23/21
Gordon L. Gillette
Updated Employee Handbook April 2021

EARLY LEARNING COALITION OF HILLSBOROUGH COUNTY

Welcome to the Early Learning Coalition! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further ELCHC's goals.

This handbook is intended to give you a broad summary of information you should know about the Early Learning Coalition of Hillsborough County. The information in this handbook is general in nature; should questions arise, consult your supervisor, Human Resources or the CEO. While we intend to continue the policies, rules and benefits described in this handbook, The Early Learning Coalition, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook at any time. Only Human Resources is authorized to issue interpretations, subject to the CEO's approval. Please do not hesitate to speak to Human Resources if you have any questions about the Coalition or its personnel practices.

OUR VISION

Early Learning Coalition of Hillsborough County vision is that all Hillsborough County children will grow up in a safe, supportive, and nurturing environment.

OUR MISSION

The Early Learning Coalition of Hillsborough County provides children, birth to 5 years, high quality, equitable and inclusive early learning experiences preparing them for success in school and life through the collaboration of families, educators and the community

OUR CORE VALUES

Integrity
Consistency
Transparency
Accountability
Innovation
Benevolence
Collaboration

This handbook and subsequent updates will be distributed and/or available to all employees.

WE STAND FOR EQUITY

The death of George Floyd has placed a spotlight on the long distance that our community has to travel to reach true equity, diversity and inclusion. In the important mission that our organization performs in our community in promoting school and life success for ALL young children and their families through quality school readiness services and supports, it is important that we lead by providing clarity to our beliefs and values with a high degree of specificity at this time. We have zero tolerance for racism and we believe in and will behave in ways that demonstrate that, as it relates to our:

Community:

- Black lives matter
- Equity, Diversity and Inclusion as relates to race, gender, and sexual orientation matter
- We recognize that our communities have a long journey ahead to reach true equity, diversity and inclusion – We are committed to take that journey
- Change to ensure we live these values: is needed, is not optional, is not an event but a journey, requires courage, and starts with us and what we teach our children

Families and Children:

- All children are equal and deserve an equal opportunity to receive quality care and education
- All parents deserve to be and will be treated with equal respect

Providers:

- Our providers are key to meeting our overall mission - we will treat each of our providers with equal respect
- We will incorporate our beliefs in equity, inclusion and intolerance of all forms of racism in our teachings, trainings, and all interactions with all providers - teachers, directors and owners

Team:

- Our team members are our most important asset and deserve to work in a workplace in which each team member:
 - is treated with dignity, respect and feels valued
 - has equal opportunities to pursue their career and advance within the organization
- We will hire the best candidate for every open position, with efforts to ensure our team and leadership reflects the diversity of the community we serve

As the leader of our team, I am committed to lead and require that all our leaders and team members to live these values every day.

Page 12 of 96



Gordon L. Gillette, Chief Executive Officer

TABLE OF CONTENTS

EARLY LEARNING COALITION OF HILLSBOROUGH COUNTY	2
WE STAND FOR EQUITY	3
GENERAL POLICIES.....	6
Policy Reviews	6
Administration	6
Applicability	6
Equal Employment Opportunity	6
Americans with Disabilities Act (ADA) and Reasonable Accommodation	6
Reasonable Accommodation of Religious Beliefs	7
Commitment to Diversity.....	7
Non-Discrimination and Harassment-Free Workplace	7
Conflict Resolution.....	8
Conflict of Interest, Ethical Standards and Political Activity	9
Employee Hotline	11
Whistle Blower: Reporting Violations of Law	11
Social Media Policy	12
Communication System and Use	14
Child Abuse and Neglect.....	17
Confidentiality	17
Media Interaction	18
Personal Property	18
Parking.....	18
Care of Equipment, Supplies and Materials.....	18
Job Posting.....	18
Dress Code	18
Employment of Family Members	19
Worksite Breastfeeding.....	20
COMMITMENT TO SAFETY	21
General Safety Rules	21
Workers' Compensation.....	21
Workplace Violence	22
Active Shooter	23
Drug-Free and Alcohol-Free Workplace	23
Smoke-Free Workplace	24
Vehicle Safety	24
Weapons.....	25
Visitors at Work.....	25
EMPLOYEE CLASSIFICATIONS AND WORKING CONDITIONS	27
Employee Classifications.....	27
Introductory Period	27
Scheduled Work Week and Time-Keeping	27
Attendance and Punctuality	28

Time Sheets.....	28
Pay Periods.....	29
Direct Deposits.....	29
Pay Deductions.....	29
Garnishment/Child Support.....	29
Exempt Employees: Authorized Deductions.....	29
Longevity Payments.....	30
Reimbursement of Work Expenses.....	30
Professional Development Activities.....	31
Tuition Reimbursement Policy.....	31
Professional Organization Affiliation.....	32
Employment and Background Checks.....	32
Appointment Authority.....	32
Performance Evaluations.....	32
Telecommuting.....	33
Corrective Action/ Separation.....	35
Voluntary Separation.....	36
Exit Interviews.....	36
Employee Personnel Records.....	36
References.....	37
PAID TIME OFF AND AVAILABLE LEAVE	38
Paid Time Off.....	38
Holidays.....	38
Bereavement Leave.....	39
USERRA - Leave of Absence for Uniformed Service.....	39
Civil Air Patrol Leave.....	39
Paid Parental Leave Policy.....	40
Family and Medical Leave.....	41
Jury Duty.....	51
Domestic Violence Leave.....	51
Employment While on Leave.....	52
Emergency Closings.....	53
EMPLOYEE INSURANCE AND OTHER BENEFITS	54
Insurance Plans.....	54
Employee Assistance Program.....	54
COBRA (Consolidated Omnibus Budget Reconciliation Act).....	55
Retirement.....	55
ACKNOWLEDGMENT RECEIPT OF THE EMPLOYEE HANDBOOK.....	56
COVID ADDENDUM.....	57
BALANCED SCORECARD ADDENDUM	58

GENERAL POLICIES

Policy Reviews

The School Readiness Coalition of Hillsborough County, doing business as the Early Learning Coalition of Hillsborough County, Inc. ("ELCHC"), is responsible for the establishment, amendment and/or repeals of personnel policies and shall review such policies, no less frequently than every two fiscal years. The contents of this Employee Handbook (EH) are presented as guidelines for some of the ELCHC's current policies and procedures and they will be changed and updated by the ELCHC, when necessary and at its discretion. Nothing in this EH shall create a contract between the ELCHC and any employee, nor shall it affect the "at-will" nature of an employee's employment. All employees are employed "at-will," meaning either they or the ELCHC can terminate the employee's employment at any time, with or without reason. All employees must sign an Acknowledgement Receipt form attesting to the receipt of the EH and their willingness to comply with all the EH personnel practices.

Administration

The Chief Executive Officer (CEO) is appointed by the ELCHC Board and serves at the Board's pleasure and subject to the provisions of any employment contract. The CEO is responsible for the implementation of the personnel policies and may delegate authority for specific functions at his/her discretion or as indicated in these policies. Unless otherwise stated, the CEO has the authority to execute all personnel actions authorized in these policies, subject to budgetary constraints and applicable federal and state laws or administrative regulations. The CEO, or his/her designee (referred to hereafter as the "CEO/OHD"), may make an exception to policy, if extraordinary circumstances are present. Employees will be provided with relevant resources, as needed.

Applicability

These personnel policies are applicable to all employees.

Equal Employment Opportunity

The ELCHC is an Equal Opportunity Employer. The ELCHC maintains and enforces a policy that prohibits discrimination against any employee or applicant for employment because of sex, sexual orientation, gender identity or expression, race, age, color, disability, marital status, national origin, religion, genetic information, protected veteran or military status, or other category protected by federal, state or local law. This policy extends to all aspects of the ELCHC's practices, including but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and all other terms and conditions of employment.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

It is ELCHC's policy to comply with the Americans with Disabilities Act and Amendments Act. If a qualified individual with a disability needs an accommodation to perform the essential functions of the job, the ELCHC will work with that individual to identify and implement a reasonable accommodation, so long as it does not pose an undue hardship. If you need an accommodation, please contact Human Resources with your request. Please keep in mind that your request may require information from your physician substantiating your disability and the need for an accommodation and information about what accommodation might enable you to perform the essential functions of the job. To the extent that the ELCHC requests medical information in connection with any request for an accommodation, it is our intention to comply with the Genetic Information Non-Discrimination Act. If you request information from a medical provider to be provided to us, we ask that you include the following notice in your request to the provider: *The Genetic Information Nondiscrimination Act of*

Page 15 of 96

2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Reasonable Accommodation of Religious Beliefs

The ELCHC recognizes the importance of sincerely held religious beliefs to persons within its workforce. The ELCHC will reasonably accommodate a staff member's religious beliefs unless the accommodation creates an undue hardship. Employees requesting a workplace accommodation based on sincerely held religious beliefs should contact Human Resources.

Commitment to Diversity

The ELCHC is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in ELCHC policy and the way we do business at ELCHC and is an important principle of sound business management.

Non-Discrimination and Harassment-Free Workplace

The ELCHC also maintains and enforces a policy that prohibits discrimination and harassment of employees.

We value all employees as unique individuals, and we welcome the variety of experiences they bring to our company. As such, we have a strict non-discrimination policy. We believe everyone should be treated equally regardless of race, sex, gender identification, sexual orientation, national origin, native language, religion, age, disability, marital status, citizenship, genetic information, pregnancy, or any other characteristic protected by law.

Our employees are entitled to a workplace where they can achieve their full potential. Discrimination and/or harassment detracts from that environment. When an employee is discriminated and/or harassed because of sex, sexual orientation, gender identity or expression, race, age, color, disability, marital status, national origin, religion, genetic information, protected veteran or military status, or other category protected by federal, state or local law, it is a violation of law and also of the ELCHC's policy.

The ELCHC will not tolerate discrimination or harassment in the workplace.

Unwelcome conduct based on sex, sexual orientation, gender identity or expression, race, age, color, disability, marital status, national origin, religion, genetic information, protected veteran or military status, or other category protected by federal, state or local law, that materially interferes with an employee's job performance or creates an intimidating, hostile or offensive working environment is prohibited. Such conduct may include sexual propositions or innuendos, suggestive comments, teasing or jokes based on race, sex, disability, religion or other protected category, obscene or offensive language or gestures, display of obscene or offensive materials, or physical conduct. It is also unlawful and a violation of company policy for a supervisor or anyone in a position of authority

Page 16 of 96

to base any employment decision on submission to or rejection of unwelcome sexual advances or requests for sexual favors, or on impermissible factors such as race, disability, religion or other protected category.

In addition, while many unprofessional behaviors may not rise to the level of harassment under the law, they can be as destructive as harassment. Such behavior may include rude, insulting or demeaning comments or behavior; or threatening, intimidating, coercing or bullying comments, gestures or behavior; or otherwise interfering with the job performance of coworkers or other third parties. Such behavior is a violation of the ELCHC's policy and will not be tolerated. Employees are expected to be always respectful and professional to coworkers and third parties.

Complaint Procedure

The ELCHC's policy requires that employees promptly report discrimination and harassment. If you believe you have been the victim of discrimination or harassment, or have witnessed discrimination or harassment, you should immediately notify Human Resources or the CEO/OHD. In addition, the ELCHC encourages you to tell a harasser to stop, and that his or her behavior is unwelcome and offensive.

The ELCHC will conduct a prompt and appropriate investigation of each discrimination or harassment complaint. If discrimination or harassment has occurred, the ELCHC will take steps to stop the discrimination or harassment, and will take disciplinary action against the person responsible, which may include immediate termination of employment.

Employees are required to cooperate in the ELCHC's investigation of any complaint of harassment, discrimination or other workplace issue.

No Retaliation

The ELCHC will not allow retaliation against an individual who makes a good faith report of harassment or discrimination, or against anyone who participates in an investigation of such a report in accordance with this policy.

If an employee feels he/she/they has been subjected to any such retaliation, he/she/they should immediately notify Human Resources and/or escalate within the organization as appropriate.

Violation of this policy, including any improper retaliatory conduct, will result in disciplinary action, up to and including discharge.

Conflict Resolution

The ELCHC respects and acknowledges misunderstandings and frustrations may arise in the workplace. The ELCHC will seek a resolution that embodies principles of equality, respect and accessibility.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

If an employee believes that a condition of employment or a decision affecting them is unjust or inequitable, the employee is encouraged to first notify his/her immediate supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to complain to the supervisor, the employee should contact Human Resources. No employee will be penalized, formally or informally, for making a good faith complaint.

If your supervisor or Human Resources is unable to resolve the conflict to your satisfaction, you may bring the matter to the attention of the CEO/OHD.

If your concerns involve harassment, discrimination, threatened violence, or a violation of a law, rule or regulation, you must immediately report the matter to Human Resources or the CEO/OHD. You may also contact the Employee Hotline at (813) 280-0799 ext. 422.

Conflict of Interest, Ethical Standards and Political Activity

The allocation and administration of public funds requires the promotion and maintenance of both the substance and appearance of objectivity and integrity. Employment with the ELCHC obligates the employee to accept certain restrictions on political activities which may not be present with other employers. The provisions of this section are also applicable to all temporary and seasonal employees and contract personnel.

Employees shall disclose to the CEO/OHD all actual or potential employment, board memberships, appointments or activities which may possibly constitute or reasonably be presumed to constitute a conflict of interest, compromise objectivity or restrict job performance. In addition:

- Employees may not serve on the governing board of any agency or organization, which is an applicant or recipient of the ELCHC funding.
- Employees shall promptly terminate or decline any employment, Board memberships, appointments or activities deemed by the CEO/OHD to constitute a real or perceived conflict of interest, compromise of objectivity or interference with their ability to perform the duties of their position in a timely and/or efficient fashion.
- If the employee disagrees with the determination of the CEO/OHD he/she/they may dispute the decision through Conflict Management and Resolution Procedure outlined in this handbook.
- If at any time an employee engaged in a previously approved employment, board membership, appointment or activity becomes aware of any change in the circumstances and/or conditions which justified the original approval of the activity or any new condition or circumstance that may constitute or give rise to the perception of conflict of interest or compromise of integrity, the employee shall immediately notify the CEO/OHD. The CEO/OHD shall then review the situation to re-determine the appropriateness of the employee's continued involvement.
- The ELCHC expects its employees to observe the highest standards of business ethics. The ELCHC wants to avoid any perceptions of conflicts, as well as actual conflicts. Employees will exhibit honesty and integrity in their actions with internal and external persons with whom they interact.
- No employee should take any action on behalf of the ELCHC that they know, or reasonably should know, violates any applicable law or regulation. This obviously includes such activities as bribery, kickbacks, making false statements and misrepresentations.

Page 18 of 96

- The ELCHC prohibits all employees and their family members from accepting or giving gifts, gratuities, or entertainment from individuals and firms with whom the ELCHC does business.
- Employees are expected to avoid any investment or ownership, directly or indirectly, of a substantial interest in a customer, subcontractor, supplier or other service firm that or might be doing business with or in competition with the ELCHC, or with a present or prospective ELCHC client or vendor. A "substantial interest" is one that will or might be significant or of relevance to any ELCHC transaction or its results or can at any time be so perceived. Whether an ownership is "substantial" depends upon all circumstances and will most likely be determined retrospectively. Therefore, full disclosure and advance request for interpretation as provided under the "implementation" provisions of this policy is strongly encouraged in all cases. Such disclosure will, in most cases, eliminate any actual or potential conflict of interest or policy deviation.
- Serving as an officer, director, employee, committee member, agent or representative to or consultant of any company, firm or business other than the ELCHC must never be undertaken when such service conflicts with the ELCHC's interests or detracts from or infringes in a significant way on the employee's time or responsibilities with the ELCHC or is with an organization that is a vendor to or provider with the ELCHC.
- Equipment, material, and supplies purchased are for ELCHC business purposes only. Using or diverting the ELCHC's know-how, internal information, equipment, materials, supplies or the time and services of its personnel for any purpose other than in the performance of the employees' responsibilities for the ELCHC is prohibited.
- Any employee who has a relative with a financial interest in an entity that does business with the ELCHC, or is an officer, director, employee, committee member, agent or representative of such entity may be a conflict of interest. For the purpose of this section, an "employee's relative" means father; mother; son; daughter; brother; sister; uncle; aunt; first cousin; nephew; niece; spouse; grandfather; grandmother; great uncle; great aunt; father-in-law; mother-in-law; son in-law; daughter-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepson; stepdaughter; stepbrother; stepsister; half-brother; or half-sister. Employees should avoid such conflicts of interest. If such a relationship exists, or if at any time it is discovered that such a relationship exists, immediately complete the "Conflict of Interest Information Form," so it can be forwarded to both the CEO/OHD and Board Chair. A failure to submit this form can result in disciplinary action, up to and including termination.

Conflicts of interest may arise in situations where personal relationships between employees may create an appearance of favoritism or lack of objectivity. Where two employees are related or become involved in a relationship that may trigger these concerns, the ELCHC may take steps to eliminate the conflict. Any relationship that may raise these concerns should be reported to the CEO/OHD and/or Human Resources. Such steps may involve transfer or reassignment so that the employees involved are not in the same department and/or do not share any type of reporting relationship or chain of command, or in some circumstances, termination.

Page 19 of 96

Political Activities

Employees of the ELCHC are subject to all Florida statutes applicable to political activity by government-funded employees. Knowledge of, and compliance with, applicable statutes is the responsibility of the individual employee. Employees should be as aware of the importance of the appearance of objectivity, neutrality and non-partisanship as its substance in the exercise of their legal and political rights. Employees shall advise the CEO/OHD of their intention to declare candidacy for a political office or assume a leadership role in any political campaign. The employee shall also indicate the steps that he/she/they will take to assure that this activity does not conflict with assigned job responsibilities at the ELCHC.

Employee Hotline

There are no easy answers to many ethical issues we face in our daily business activities. In some cases, the right thing to do will be obvious, but in other more complex situations, it may be difficult for an employee to decide what to do. When an employee is faced with a tough ethical decision or has any doubts as to the right thing to do, the employee should talk to Human Resources.

If you have any questions or concerns about policies, practices or procedures which you believe are illegal or unethical, or about any misconduct by an employee, please contact Human Resources. An employee can also report such concerns anonymously, by calling the Employee Hotline at (813) 280-0799 ext. 422. The hotline is monitored by the Manager, Fraud and Compliance, who will follow up on each situation as appropriate.

The ELCHC will not permit any form of retaliation against any person, who, in good faith, reports violations or suspected violations of company policy or the law.

Whistle Blower: Reporting Violations of Law

Employees of the ELCHC, who report certain violations of law or gross mismanagement by public agencies or employees are protected from retaliation by the Florida Public Whistle-Blower's Act, sections 112.3187-112.3188, Florida Statutes.

The ELCHC will not take retaliatory action against an employee who reports to an appropriate agency having the authority to investigate and remedy the complaint:

- a) a violation or suspected violation of any federal, state or local law, rule or regulation, committed by an employee or agent of the ELCHC, which creates and present a substantial and specific danger to the public's health, safety or welfare; or
- b) any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty on the part of an employee or agent of the ELCHC.

Disclosures concerning the ELCHC must be in a written and signed complaint submitted to the CEO. The CEO will then conduct or arrange for a prompt investigation. Employees who know of actual, potential or suspected instances of fraud, program mismanagement, employee misconduct or management abuse by the ELCHC or its agents, may also notify the state Office of the Inspector General, 850-717-8605; whistleblower@oel.myflorida.com, or other appropriate agency.

Page 20 of 96

Employees and Persons Protected

This policy protects employees and persons who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; who refuse to participate in any adverse personnel action prohibited Fla. Stat. § 112.3187; or who file their written and signed complaint with the CEO.

Retaliation will not be tolerated, and any employee who believes he or she is being retaliated against for engaging in such conduct must report it to Human Resources and/or the CEO/OHD.

No remedy or other protection under this policy applies to any person who has committed or intentionally participated in committing the violation or suspected violation for which protection under this policy is being sought.

The provisions of this policy shall not be applicable when an employee discloses information known by the employee to be false.

Social Media Policy

At the ELCHC, we understand that social media can be a fun and rewarding way to share ideas, gather information and learn from the work of others. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with ELCHC, as well as any other form of electronic communication. The same principles and guidelines found in ELCHC policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects its partners, providers, funders, the families we serve, others who work on behalf of ELCHC, or our legitimate business interests may result in disciplinary action up to and including termination.

Carefully read these guidelines, the ELCHC's Conflict of Interest and Ethical Standards Policy, the ELCHC Non- Discrimination & Harassment-Free Workplace Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination. The guidelines are as follows:

- Always be fair and courteous to fellow employees, vendors, funders, the families we serve and others who work in our field. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or utilizing our Conflict Resolution Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene,

threatening or intimidating, that disparage families we serve, employees, vendors or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, religion or any other status protected by law or company policy.

- Never post any information or rumors that you know to be false about ELCHC, its employees, partners, providers, funders, the families we serve, or others who work with or on behalf of the ELCHC. Post only appropriate and respectful content.
- Maintain the confidentiality of ELCHC trade secrets and private or confidential business information. Trade secrets may include information regarding the development of systems, processes, products, know-how, technology, programs and other information not lawfully available from public sources. Do not disclose the identity or information about ELCHC partners, providers or those we serve without permission from Human Resources. Do not disclose new ideas relating to work or the ELCHC's business without permission from Human Resources; those ideas belong to the ELCHC. When in doubt about the confidentiality or trade secret status of information, ask Human Resources before publishing.
- Do not disclose personal information (such as social security numbers, medical information, and account information) about the ELCHC, its employees, partners, providers, funders, the families we serve, or third parties, that you create, receive or of which you become aware during your employment.
- Comply with all laws governing copyright, fair use of copyrighted material, trademark and other intellectual property.
- Refrain from posting subject matter that conflicts with ELCHC values. Remember that even if a message is posted anonymously, it may be possible to trace it back to the sender.
- Employees are encouraged to like the ELCHC's Facebook and LinkedIn posts. Employees should use appropriate professional judgment and discretion in linking from any social media website to the ELCHC's website, taking into account our mission, our funders and the families we serve. Employees wishing to do so should contact the Web design group to obtain the graphic for links to the ELCHC's site and to register the site with the ELCHC. If you create a link from your blog, website or other social networking site to a ELCHC website you must identify yourself as a ELCHC employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for ELCHC. If ELCHC is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of ELCHC, fellow employees, its partners, Employer, its employees, partners, providers, funders, the families we serve, or others who work on behalf of the ELCHC. If you do publish a blog or post online related to the work you do or subjects associated with ELCHC, make it clear that you are not speaking on behalf of ELCHC. It is required to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of ELCHC."
- Refrain from using social media while on working time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the ELCHC Equipment Policy. Do not use ELCHC email addresses to register on social networks, blogs or other online tools utilized for personal use.

Page 22 of 96

ELCHC prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

If you have questions or need further guidance, please contact Human Resources.

Communication System and Use

For the purposes of this Policy, the term Communication System is defined as including tools provided in the office setting such as business phones, computers/laptops and faxes and as well as any personal or business handheld electronic device with the ability to receive and/or transmit voice, text, or data messages without a cable connection (including, but not limited to I-pads, tablets, cell phones, digital wireless phones, radio phones/walkie-talkies, telephone pagers), personal digital assistants with wireless connection capabilities (PDAs), or other wireless devices. The ELCHC reserves the right to modify or update this policy at any time.

Use of Communication System/Device for Personal Use at Work. While at work, employees are expected to exercise discretion in using both business and personal devices for personal use. Excessive personal calls or other types of communication during the workday, regardless of the system/device used, can interfere with the employee's productivity and be distracting to other employees. Employees should restrict their personal calls or other communication needs during work time and should use personal cell phones and devices (for any reason including direct call, text, social media, or other use) during scheduled break or lunch periods in non-work areas. Other personal calls or communication should be made during non-working time whenever possible and employees should ensure that their family members and friends are instructed of this policy. The ELCHC is not liable for the loss or damage to and/or loss of cell phones or other personal devices brought to the workplace.

To ensure the effectiveness of meetings, employees are asked to silence all personal cell phones or other communication devices or, if possible, leave them at their desk. If the need arises to accept a call during a meeting, please exit the meeting space to answer the call to minimize disrupting the meeting.

Guidelines for Compliance

- Employees should limit personal communication (regardless of the system/device) to approved break or lunch times to the maximum extent possible.
- Frequent or lengthy personal phone or device use is not acceptable as it may adversely affect the employee's productivity and disturb others.
- Employees are encouraged to use common sense when making or receiving personal phone calls at work. For example, employees should speak quietly, keep calls very short and reserve personal or intimate details for non-work hours.
- Business phone use and personal cell phone use, even when permitted, must never include language that is obscene, discriminatory, offensive, prejudicial or defamatory in any way (such as jokes, slurs and/or inappropriate remarks regarding a person's race, ethnicity, sex, sexual orientation, religion, color, age or disability). Business phone use must always follow good customer service guidelines.
- Personal cell phones generally should not be used for business-related purposes.

Page 23 of 96

- Employees should turn off personal cell phone ringers or change ringers to “mute” or “vibrate” during work hours.
- The ELCHC recognizes that cell phones have become an integral part of everyone’s lives and do permit employees to bring their cell phones to work. All employees are expected to exercise good judgement when using personal cell phones.

Disciplinary Consequences

The ELCHC retains the right to monitor employees for excessive or inappropriate use of communication systems. If it is discovered that an employee’s communication system/device usage causes a decline in productivity, disrupts the work environment or interferes with others, the employee may face disciplinary action up to and including termination.

Computer Software Licensing

The ELCHC purchases or licenses the use of various computer software programs. Neither the ELCHC nor any of the ELCHC’s employees have the right to duplicate computer software or its related documentation. Unauthorized duplication of computer software is a federal offense, punishable by up to a \$250,000 fine and up to 5 years in prison. The ELCHC does not condone the illegal duplication of software. Employees must use the software in accordance with the license agreement. This policy applies not only to individual desktop computers and laptops but to local area networks as well. Employees learning of any misuse of software or related documentation within the ELCHC must notify Human Resources. Employees who reproduce, acquire or use unauthorized copies of computer software will be subject to discipline, up to and including termination. *Even if legally obtained and fully licensed, no software or program may be installed on ELCHC computers without the express consent of the ELCHC network administrator.*

Ownership of Work Product/ Protection of Third-Party Information

All work created, received or stored on ELCHC computers or computer systems or relating to the ELCHC, including documents, images, databases, materials, logs, studies or information in other formats, is “Work Product” and is the property of the ELCHC. Employees may participate in creating or improving such Work Product, but all such Work Product belongs to the ELCHC, including any copyrights, patents, or other intellectual property rights pertaining thereto. Employees do not have the right to use, disclose or share any Work Product with any person or entity except in accordance with the performance of their job duties for the ELCHC. No employee may delete, transmit, store or share any Work Product without permission from the CEO/OHD. To the extent the ELCHC receives information generated by funding sources or other third parties, employees also must protect the confidentiality of that information, and must not use, disclose or share such information with any person or entity not authorized to receive it.

Passwords

All ELCHC user passwords (e-mail, voicemail, documents) must never be disclosed to anyone.

Page 24 of 96

Electronic Mail/Internet Monitoring

All email communications are subject to Florida’s Government in the Sunshine Laws and considered public records. The ELCHC recognizes the employees’ need to be able to communicate efficiently with fellow employees. The e-mail system is for business use. Employees are prohibited from displaying or transmitting sexually explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging

of others. Any employee, supervisor or agent of the ELCHC who has been found to have violated this policy will be subject to appropriate disciplinary action, up to and including termination. Employees should use good judgment in communications; often it may be more appropriate to discuss matters on a face-to-face basis with their co-workers and/or other stakeholders, rather than by email.

Outlook Calendars

All ELCHC employees are required to maintain their Outlook calendar. This serves a variety of purposes ranging from timesheet reporting and approval, PTO tracking, scheduling meeting times, time and travel reimbursement reviews.

Internet Use

Use of chat rooms, games, travel pages, shopping, stock trading, hate/discrimination sites, pornography sites, instant messaging, and viewing of all other non-work-related websites is an inappropriate activity during the workday or working time. Employees involved in these activities are subject to disciplinary action up to and including termination.

- The ELCHC is committed to maintaining a work environment free of harassment. In keeping with this commitment, the ELCHC will not tolerate the inappropriate use or downloading of any materials that are discriminatory, defamatory, harassing, insulting, offensive, pornographic or obscene.
- It is prohibited for anyone to copy or send to unauthorized persons any confidential or proprietary information, and/or to use or copy software protected by copyright and other laws protecting intellectual property. It is prohibited for any unauthorized staff member to gain access to any other staff member's electronic communications.
- Employees should have no expectation of privacy or confidentiality in any message or content sent, received or stored using the ELCHC Communications System.
- Employees shall not use unauthorized codes or passwords to gain access to others' files. The ELCHC reserves the right to review any files, messages or communications sent, received, or stored on the ELCHC's Communications System.
- Employees violating this policy are subject to discipline, up to and including termination of employment. Employees using the ELCHC's Communications System for defamatory, illegal, or fraudulent purposes are also subject to civil liability and criminal prosecution.

Voicemail Monitoring

It is recognized that employees' need to be able to communicate efficiently with our partners, providers, vendors, those we serve, and fellow employees. Therefore, a voice mail system is available to facilitate the transmittal of business-related information. The voice mail system is for business use only. The use of the ELCHC's voice mail system for personal communications or for non-job-related solicitations including, but not limited to, religious or political causes, is strictly prohibited. Employees also are prohibited from transmitting sexually explicit messages, ethnic slurs, racial epithets or anything, that could be construed as harassment or disparaging of others.

- All messages are ELCHC records. Employees should have no expectation of privacy in connection with voice mail messages. Management reserves the

right to enter, search and/or monitor the private ELCHC voice mail system and the voice mail of any employee without advance notice and consistent with applicable laws.

- For effective customer service purposes, employees should utilize the "out-of-office assistant" or "call forwarding" features when absent from the office for 1 or more days. The messages should include the name and phone number of a "back-up staff," designated by their supervisor, to be contacted for urgent matters.
- Violation of this policy may result in disciplinary action, up to and including termination.

Child Abuse and Neglect

- The ELCHC will abide by the Florida Department of Children and Families, or any successive authorities, guidelines as to reporting procedures of child abuse and neglect. The Child Abuse and Neglect Policy of the State of Florida is outlined in the state's published website, at <http://www.myflfamilies.com/service-programs/abuse-hotline/frequently-asked-questions> and is required reading for all staff members. Every employee of the ELCHC must strictly follow Florida Department of Children and Families guidelines for reporting abuse and neglect. No exceptions to this policy are permitted.
- Chapter 39 of the Florida Statutes (F.S.) mandates that any person who knows, or has reasonable cause to suspect, that a child is abused, neglected, or abandoned shall immediately report such knowledge or suspicion to the Florida Abuse Hotline of the DCF. All reports are considered confidential and access to reports is limited by specific Florida Statutes criteria. A list of occupations is specified in the Florida Law as mandatory reporters. A mandatory reporter's name is maintained on a confidential basis. Reporters are required to contact the Florida Abuse Hotline when there is reasonable suspicion. Telephone 1 (800) 962-2873 Fax 1 (800) 914-0004 TDD 1 (800) 453-5145
- Florida state laws are specific regarding child and vulnerable adult abuse and neglect. Every employee is responsible for having knowledge of and reading the following document located at <http://www.dcf.state.fl.us/abuse/definitions.shtml>. This document answers detailed questions regarding the State of Florida's legal criteria and reporting procedures.

Confidentiality

The ELCHC operates in accordance with the Government-in-the-Sunshine Law. However, records of a child enrolled in the Voluntary Prekindergarten Education Program or the School Readiness Program held by the ELCHC are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. For purposes of this section, such records include assessment data, health data, records of teacher observations, and personal identifying information of an enrolled child and his or her parent.

Page 26 of 96

Employees must not disclose any confidential information, purposefully or inadvertently through casual conversation, to any unauthorized person inside or outside the ELCHC. Employees unsure about the confidential nature of specific information must ask their supervisor for clarification.

Employees will be subject to appropriate disciplinary action, up to and including termination, for knowingly or unknowingly revealing information of a confidential nature.

Media Interaction

The ELCHC seeks a strong relationship with the media. Effective communications with the media are critical to the ELCHC's ability to carry out its mission and promote continued support. To maintain this relationship and to ensure productive interactions, all media inquiries should be forwarded to the Chief Development Officer or the Manager, Marketing and Resource Development. If those individuals are not unavailable, media calls should be directed to the CEO/OHD. No other employees are authorized to speak on behalf of the ELCHC.

Personal Property

The ELCHC is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables, should not be left in areas where theft might occur.

Parking

The ELCHC is not responsible for loss, damage or theft of employees' vehicle or its contents. Lock vehicle doors when parking and do not leave valuables in a vehicle.

Care of Equipment, Supplies and Materials

Employees are expected to demonstrate proper care when using the ELCHC's property and equipment. No property may be removed from the premises without the proper authorization of management. If an employee loses, breaks or damages any property, it should be reported to their supervisor, at once. Waste and misuse, even in small ways, can be costly when many people are involved. All employees should be as conservative and resourceful with ELCHC supplies and materials.

Job Posting

The ELCHC is committed to employing the best candidates for approved positions and engaging in effective recruitment and selection practices in compliance with all applicable employment laws. The ELCHC believes in promoting from within when there are qualified and competitive internal candidates.

Where the ELCHC posts a position externally, it also will post it internally. Employees wishing to apply for a different position must notify their supervisor prior to doing so. To be considered for an open position, an employee must have successfully completed the 90-Day Introductory Period and not have had a Corrective Action in the prior six months. Human Resources will notify applicants as to whether and when they will be interviewed for the position. If hired for the new position, the current and the new supervisor will work together to determine an appropriate transfer date.

If an employee has accepted one position and then wishes to apply for another position, the employee must wait to apply for the new position until they have successfully completed the 90 Day Introductory Period.

Page 27 of 96

Dress Code

The ELCHC strives to maintain a professional workplace environment. All ELCHC employees are expected to present a polished, business-like image to partners, providers, vendors, those we serve and the public.

Although it is impossible to establish an absolute dress code, the ELCHC will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. The ELCHC may make exceptions for special occasions or in the case of inclement weather, at which time employees will be notified in advance. An employee unsure of what is appropriate should check with his/her manager or supervisor.

Any employee who is not dressed in proper professional attire consistent with this policy will be considered unsuitable to work and may be asked to go home and return to work appropriately dressed. Non-exempt employees will not be compensated for any work time missed because of failure to comply with appropriate workplace attire and grooming standards unless they apply accrued PTO.

Business Dress Code Standards

An employee's clothing should always be in keeping with customary acceptable attire for the workplace, office and meeting with partners, providers, vendors, those we serve, and the public. Clothing that is not allowed while working includes, but is not limited to, the following:

- Shirts with language or graphics (other than with the ELCHC logo)
- Attire that is revealing or provocative
- Clothing that allows bare midriffs
- Sweatpants, shorts or jeans
- Leggings unless paired with a tunic style top
- See-through blouses or shirts
- Sports bras, halter tops, tank tops or tops with spaghetti straps
- Flip-flops, sneakers

Casual Dress Code Standards

Casual dress is permitted on Fridays. When meeting clients, business dress guidelines must be observed, unless the client has specifically requested otherwise.

Casual dress for Fridays is defined as follows:

1. Shirts: All shirts with collars, business casual crewneck or V-neck shirts, blouses, golf, polo and T-shirts. Examples of inappropriate shirts include those with inappropriate slogans, tank tops, muscle shirts, camouflage and crop tops.
2. Pants: Casual slacks and trousers and jeans without holes, frays, etc. Examples of inappropriate pants include shorts, camouflage and pants worn below the waist or hipline.
3. Footwear: Casual slip-on or tie shoes, sandals, and athletic shoes. Examples of inappropriate footwear include construction and hunting boots.

Employment of Family Members

Family members of current employees generally may be considered for employment based on their qualifications. A family member is defined as spouse, parent, stepparent, child, stepchild, daughter-in-law, son-in-law, foster child, brother, stepbrother, sister, stepsister, grandparent or grandchild of either the employee or his/her spouse or any person regularly residing in the employee's household. However, where the hiring or employment of an employee's relative would result in the types of

Page 28 of 96

prohibited employment relationships identified below, the ELCHC will not accept or consider such applications for employment.

Prohibited Employment Relationships: The hiring of a family member is prohibited if employment of such an individual would result in the creation of:

- a. A supervisory/subordinate relationship between a family member and an employee:
- b. If a direct supervisory or managerial relationship would be established, family members of a current employee cannot be considered as applicants for an open position.
- c. An actual conflict of interest or the appearance of a conflict of interest. Generally, this bars the hiring or employment of an employee's family member in any position that has auditing or control relationship to the employee's job.

Marriages or Relationships between Employees: Employees who marry or establish a close personal relationship may continue in their current positions so long as it does not adversely affect the work environment or create an adverse impact on work performance. If issues arise from such personal relationship, one of the employees may be required to resign.

Enforcement of Policy: All questions and issues relating to an employment of family member situation or concern should be addressed to the CEO/OHD. Employees who become subject to this policy's provisions, due to marriage or commencement of a close personal relationship, must inform their supervisor and/or the CEO/OHD as soon as practical. All decisions and personnel actions taken because of this policy must be reviewed and approved by the CEO/OHD. This policy shall apply without regard to sex and without regard to the sexual orientation or gender identity of the participants in a relationship of the kind described.

Worksite Breastfeeding

Because breastfeeding has been shown to be the superior form of infant nutrition, providing a multitude of health benefits to both infants and mother, and because breastfeeding employees need ongoing support in the worksite to be able to provide their milk for their babies, the ELCHC subscribes to the following procedures:

- Employees shall be provided a place to breastfeed or express their milk. An employee lactation room is provided as a private and sanitary place for breastfeeding employees to express their milk during work hours. This room provides an electrical outlet, comfortable chair, and nearby access to running water. Employees may, of course, use their private office area for milk expression if they prefer.
- A refrigerator is available for safe storage of expressed breast milk.
- Employees shall be provided some flexibility with respect to breaks to accommodate breastfeeding. All employees are entitled to two 15-minute breaks a day, in addition to a 30-minute lunch break. Non-exempt employees who need longer or different breaks to accommodate breastfeeding should speak to their supervisors or Human Resources to make arrangements.

Page 29 of 96

COMMITMENT TO SAFETY

General Safety Rules

Protecting the safety of our employees and visitors is the most important aspect of running our business.

It is the responsibility of every employee to work safely; follow all safety and health procedures applicable to their jobs; report potential safety and health hazards in the workplace; and report any work-related accidents, injuries, and illnesses as soon as reasonably possible.

ELCHC employees perform a wide range of functions in various locations. Although some safety rules apply only to specific positions, all employees are expected to comply with the rules in this procedure, including approved work from home:

- Use common sense in performing duties.
- Report any work injury or illness to your supervisor.
- Report unsafe conditions to your supervisor.
- Do not use any equipment, vehicles or materials when overly tired, nauseated, feverish or under the influence of any substance that may affect your judgment.
- Keep the work area neat and tidy.
- Use mechanical devices or request assistance in lifting heavy loads.
- Wear seat belts when operating any ELCHC or rented vehicle or driving a personal vehicle while on company business.
- Do not use tops of cabinets or bookcases for extra storage or displays.
- Be sure that aisles or exits are kept clear; do not let cords interfere with walkways.
- Keep paper clips, tacks, pins, staples, and other objects off the floors.
- Properly store all sharp objects when not in use.
- Open and close doors cautiously and use extra caution at blind hallway intersections.
- Open only one file cabinet drawer at a time to avoid tipping over the cabinet. Cabinets should also be loaded from bottom to top and emptied in the reverse order.
- Report or clean up all spills immediately.
- Use stepstools or ladders for climbing; never use chairs.

Workers' Compensation

Workers' compensation provides compensation for medical expenses and wage losses to employees due to an employment related injury or illness. The ELCHC pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job. The ELCHC abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify the supervisor and Human Resources immediately. The supervisor will complete an injury report with input from the employee and return the form to the Human Resources department. Human Resources will file the claim with the insurance company. Page 30 of 96

In cases of true medical emergencies, report to the nearest emergency room. The injured employee will be required to undergo a drug and/or alcohol test if it is a work-related injury. If an employee refuses to be drug-tested after a workplace injury or accident, he/she/they may be subject to

disciplinary action, up to and including immediate termination of employment and your claim may be denied. Failure to report an accident may result in a delay or denial of a claim and may result in disciplinary action.

If medical care is required, you must be treated at a facility specified by the ELCHC. Ask your supervisor where to go for care. You must continue treatment until the situation is resolved and all work restrictions have been lifted. You must provide medical documentation to substantiate the need for time off from your job. If you must be off work for a month or more, you must provide medical documentation at least monthly and/or prior to the expiration of your last excuse.

The ELCHC will not retaliate against any employee who makes a report of any safety hazard or injury suffered at work. Retaliation will not be tolerated and must be reported to Human Resources and/or the CEO/OHD.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law.

Workplace Violence

The ELCHC is committed to providing a safe, violence-free workplace for our employees.

All employees, volunteers, interns, contracted staff, clients, and visitors should be always treated with courtesy and respect. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purpose of or with the effect of intimidation or coercion, whether in the workplace or at ELCHC-sponsored functions.

Any employee who threatens or attempts to harm another employee, client, or visitor will be terminated. Any client who threatens or attempts to harm another client, employee, or visitor may be terminated from ELCHC. Any other individual, not an employee or client, who threatens or attempts to harm an employee, client, or visitor, will be asked to leave the premises. If the individual refuses to leave, the police will be called to remedy the situation. (If the police do come on the property, please remember to obtain identification cards and a case number for follow-up and documentation.)

All ELCHC employees bear the responsibility of keeping our work environment free from violence or potential violence. We discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. All threats should be taken seriously. If an employee witnesses or experiences any threatening or violent behavior and feels there is imminent danger, the employee should call 911 and thereafter inform their supervisor and Human Resources. If the employee does not feel there is a threat of imminent danger, the employee should inform their supervisor and Human Resources. Thereafter the employee should provide written documentation of the incident to Human Resources.

Page 31 of 96

All threats will be promptly investigated and appropriate action will be taken, up to and including termination. No employee will be subject to retaliation, intimidation, or discipline because of reporting a threat in good faith under this guideline. In addition, any individual engaging in violence or threatened violence against the ELCHC, its employees, or its property will be prosecuted to the full extent of the law.

Any employee who has a court order prohibiting another person from contacting the employee either at their residence or place of work, should notify Human Resources. This is for the employee's protection, as well as the protection of coworkers.

Active Shooter

Quickly determine the most reasonable way to protect your own life. During an incident of an active shooter, employees are encouraged to respond in the following manner: RUN/HIDE/FIGHT

- **RUN:**
- Have an escape route and plan in mind/Leave your belongings behind/Keep your hands visible
- **HIDE**
- Hide in an area out of the active shooter's view/Block entry to your hiding place and secure the doors
- **FIGHT**
- As a last resort and only when your life is in imminent danger/Attempt to incapacitate the active shooter/Act with physical aggression and throw items at the active shooter

Call 911 when it is safe to do so.

How to Respond when Law Enforcement Arrives on the Scene:

- Remain calm and follow officer's instructions
- Immediately raise hands and spread fingers
- Always keep hands visible
- Avoid making quick movements toward officers such as attempting to hold on to them for safety
- Avoid pointing, screaming and/or yelling
- Do not stop officers for help or direction when evacuating, just proceed in the direction from which officers are entering the premises

Information you should provide to Law Enforcement or 911 Operator:

- Location of the victims and the active shooter
- Number of shooters, if more than one
- Physical description of shooters
- Number and type of weapons held by the shooters
- Number of potential victims at the location

Drug-Free and Alcohol-Free Workplace

It is the policy of the ELCHC to maintain a drug and alcohol-free work environment that is safe and productive for employees and others having business with the ELCHC. The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on ELCHC or client premises or while performing services for the ELCHC is strictly prohibited. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. The ELCHC also prohibits reporting to work or

Page 32 of 96

performing services while impaired using alcohol or consuming alcohol while on duty or during work hours.

The ELCHC reserves the right to conduct random drug-testing and to conduct "Reasonable-suspicion drug testing". "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of our policy based on specific objective facts and reasonable inferences. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Any employee who has had a workplace injury must undergo a test for drugs and alcohol. If an injured worker refuses to submit to a test for drugs or alcohol, the employee may forfeit eligibility for medical and indemnity benefits. Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to a drug test will be subject to termination. Notwithstanding any provision herein, this policy will always be enforced in accordance with applicable state and local law.

The ELCHC will not retaliate against any employee by reason of the employee's valid claim for compensation or valid attempt to claim compensation under the Florida Workers' Compensation Statute. Any employee who believes he or she is being retaliated against for engaging in such conduct must report it to Human Resources and/or a member of management.

An employee must provide written notification to Human Resources of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. The ELCHC will take appropriate personnel action up to and including termination, consistent with the law.

Smoke-Free Workplace

Smoking is not allowed in ELCHC buildings or work areas at any time. Smoking, as used in this policy, includes the use of any tobacco products, electronic smoking devices, e-cigarettes containing nicotine cartridges or vaping. Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

Page 33 of 96

Vehicle Safety

Employees who drive a vehicle on ELCHC business must exercise due diligence to drive safely and to maintain the security of the vehicle and its contents. Use of handheld cell phones (including texting) while behind the wheel of a moving vehicle being used on ELCHC business is strictly prohibited.

Employees are responsible for any driving infractions or fines they incur driving. Nonemployees and nonbusiness passengers (i.e., family and friends) are prohibited from accompanying employees in vehicles on business-related travel. Employees who operate personal vehicles while on company business must obtain auto liability coverage for bodily injury and property damage with a special endorsement for business use, when necessary as determined by their personal insurance agent.

Employees are not permitted, under any circumstances, to operate a personal vehicle for ELCHC business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any personal vehicle while on ELCHC business while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication or intoxication.

Each employee is solely responsible for operating and maintaining their personal vehicles in a safe manner and is accountable in complying with all state and local driving rules and ELCHC regulations when operating a motor vehicle in the conduct of ELCHC business. All employees will follow the safe driving rules (i.e., obeying speed limits, no cell phone use or texting) and laws of the State of Florida when operating a motor vehicle in the conduct of ELCHC business. Should employees become involved in an accident while driving on ELCHC business, notify the proper authorities and ensure that an accident report is completed before the Close of Business (COB) on the day of the accident. Employees must report to Human Resources if they are in a motor vehicle accident while on ELCHC business.

Each employee responsible for driving on business related travel will be asked to provide proof of a valid driver's license. All employees who drive on ELCHC business must notify their supervisor and Human Resources immediately if their driver's license is suspended or revoked.

Weapons

The ELCHC always prohibits the possession of weapons on its property, including ELCHC vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. To the extent required by Florida law, employees are not prohibited from possessing legally owned firearms within their private vehicles in the parking lot, if those firearms remain locked in their private vehicles. However, under no circumstances shall such firearms be brought into the ELCHC or surrounding areas or otherwise brandished or carried on ELCHC property, except solely for lawful defensive purposes. Any employee violating this policy is subject to discipline up to and including termination.

The ELCHC reserves the right to inspect all belongings of employees on its premises, including briefcases, purses and handbags, gym bags, and personal vehicles on ELCHC property.

Page 34 of 96

Visitors at Work

No visitors shall be allowed in areas other than the lobby, unless accompanied by a staff member, and are never allowed in any part of the office after hours.

We are a family-friendly workplace and understand the presence of children in the workplace with the employee parent during the employee's workday may occasionally occur in emergencies. If bringing a child to work with the employee is necessary, the employee must contact his/her supervisor as soon

as possible to discuss the situation and obtain permission to have the child accompany the employee while working. Factors the supervisors will consider are the age of the child, how long the child needs to be present, the work environment in the employee's area, and any possible disruption to the employee's and co-workers' work. **Under no circumstances will an employee be permitted to bring a sick child to work.** A child brought to the workplace will be the responsibility of the employee and must be always accompanied and be under the direct supervision of the employee parent/guardian.

EMPLOYEE CLASSIFICATIONS AND WORKING CONDITIONS

Employee Classifications

Full-Time Employees: Full-Time Employees are those who are regularly scheduled to work 40 hours per week. Full-Time Employees are eligible for employee benefits established by the ELCHC.

Part-Time Employees: Part-Time Employees are those who are regularly scheduled to work 29 or fewer hours per week. Applicable federal, state and local statutes and regulations cover part-time employees, but they are not eligible for employee benefits established by the ELCHC.

Seasonal Employees: Seasonal employees are those who are hired into a position for which the customary annual employment is six (6) months or less. Applicable federal, state and local statutes and regulations cover seasonal employees. However, they are not eligible for other employee benefits established by the ELCHC.

Non-Exempt Employees: Those employees who do not fall within one of the recognized exemptions of the Fair Labor Standards Act.

Exempt Employees: Those employees who are compensated on a salary basis and fall within one or more of the recognized exemptions under the Fair Labor Standards Act.

Introductory Period

All employees must complete a 90-day introductory period. At the conclusion of the 90-day introductory period employees will be evaluated and recommended for retention or termination.

The purpose of the introductory period is to allow both the employee and the ELCHC to assess the compatibility of the employee's knowledge, skills, judgment, quantity and quality of work, work habits and personal relations skills with the ELCHC and its organizational mission.

Employees accrue Paid Time Off during the introductory period but may not use it until they have successfully completed it.

Successful completion of the introductory period does not guarantee employment for any period. All employees are employed at will, meaning that either the ELCHC or the employee may terminate employment at any time with or without reason.

Scheduled Work Week and Time-Keeping

Our operating hours are 8:00 a.m. to 5:00 p.m. Full-time employees generally are expected to work their predetermined schedule totaling 40 hours per week, Monday through Friday, within those operating hours. Seasonal and Temporary employees are expected to work as scheduled by their supervisor. Any variations in work schedules must be approved in advance by the employee's supervisor.

In addition to their **30-minute unpaid meal break** each day, non-exempt employees are entitled to one paid 15-minute break in the morning and one paid 15-minute break in the afternoon. Employees

who take morning and afternoon breaks more than 15 minutes will be disciplined, up to and including termination.

In general, non-exempt employees' regular work hours will not exceed 40 per workweek. However, an employee's work hours may vary from week to week depending on workload and scheduling needs. Hours worked by non-exempt employees more than 40 hours per week will be compensated at one and one-half times the employee's regular pay rate as overtime compensation. Paid Time Off and holiday time will not be counted as time worked for purposes of computing overtime pay. **In no event is a Non-exempt employee to work overtime without prior authorization from his/her supervisor.**

Non-exempt employees must clock in and out, both at the start and end of their workdays, and at the beginning and end of their lunch breaks on the timekeeping system. **Non-exempt employees are not permitted to begin work before their scheduled start times, to work through their lunch break, or to work past their regular hours without prior authorization from their supervisor.**

Non-exempt employees who work more than 40 hours in a workweek without prior written authorization are obligated to report the time worked and will be paid overtime for such time, but will be subject to discipline, up to and including termination of employment. **All hours worked must be recorded.** Employees are never permitted to work off-the-clock. Failing to record hours worked will result in discipline, up to and including termination.

Attendance and Punctuality

Punctuality and attendance are essential to the proper operation of our business and are conditions of employment. Employees are required to report to work at the beginning of the scheduled workday, ready to begin work. Unexcused absences and/or tardiness may result in disciplinary action, up to and including termination.

If an employee expects to arrive at work late or be absent from work, the employee must personally notify his/her supervisor in advance. If the employee cannot give advance notice, as in the case of sudden illness or accident, the employee is expected to call his/her supervisor at least thirty (30) minutes prior to the employee's scheduled starting time. Separate notice should be provided for each day, unless the leave has been approved in advance by the supervisor. Any employee who is absent from work for three or more consecutive days without notifying their supervisor will be deemed to have voluntarily resigned.

An employee who expects to be absent for more than one day must inform his/her supervisor as soon as the employee learns of the expected absence, stating how long the employee expects to be absent. If an employee subsequently realizes the absence will be longer than originally expected, the employee must notify his/her supervisor again.

Time Sheets.

For reporting and allocation purposes, all employees must submit a timesheet. Recording time worked accurately is the responsibility of every employee. Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. Non-exempt employees are not permitted to begin work before their scheduled start times, to work through their lunch break, or to work past their regular hours without prior authorization from their supervisor. Overtime work by non-exempt employees must always be approved by the

employees' supervisor before it is performed. Altering, falsifying, tampering with time records or recording time on another employee's time record may result in disciplinary action, up to and including termination. It is the employee's responsibility to sign their timesheet to certify the accuracy of all time recorded. The supervisor will review and sign the timesheet before submitting for payroll processing.

A reminder will be distributed, indicating the due date for submitting completed timesheet. From time to time the due date may change due to holidays. Employees are responsible for submitting a completed timesheet if on PTO. Failure to complete could result in a delayed paycheck. When reporting PTO time, employees must report in .25-hour increments.

There may be an occasion where the CEO/OHD determines that the office will be closed due to an emergency, or other reason, for all or part of the day. Employees who were scheduled to work during that time may record their normal work hours as "Administrative Leave" on their timesheet. Employees who were already not scheduled to work (including those who were on PTO or leave) should not include those hours as Administrative Leave.

Pay Periods.

Employees are currently paid bi-weekly (every 2 weeks). Compensation decisions are generally made annually in connection with the budget approval process. Other adjustments may be made from time to time in the discretion of the CEO/CFO in accordance with the changes in employee roles or duties.

Direct Deposits

Employees pay will be deposited directly into their bank account through the ELCHC's direct-deposit program. Employees must complete and sign a direct deposit authorization form.

Pay Deductions

The ELCHC is required by law to make certain deductions from an employee's pay each pay period. Such deductions typically include federal income taxes, Social Security and Medicare. Once eligible, voluntary deductions for health care and the like can be made after an employee completes the necessary authorization forms. All deductions are listed on the paycheck stub. Employees will receive W-2 form (Wage and Tax Statement), totaling all their statutory deductions, according to IRS rules.

Garnishment/Child Support

When an employee's wages are garnished by a court order, the ELCHC is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The ELCHC will honor federal and state guidelines, protecting a certain amount of an employee's income from being subject to garnishment. Deductions for federal, state and city tax liens also can be made by the ELCHC without prior employee authorization. Employees will be notified when deductions are taken.

Exempt Employees: Authorized Deductions

Subject to the exceptions provided below, an exempt employee will receive the full salary for any week in which the employee performs any work without regard to the number of days or hours worked. Exempt employees need not be paid for any workweek in which they perform no work.

Deductions from pay are allowed under the following exceptions:

- The ELCHC is not required to pay the full salary in the initial or last week of employment. The ELCHC will pay a proportionate part of an employee's full salary for the time worked in the first and last week of employment.
- The ELCHC is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.
- Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) in accordance with our workers' compensation, leave of absence and/or other written policies or practices. The ELCHC is not required to pay any portion of an employee's salary for full day absences for which the employee receives compensation under disability, workers' compensation or other plans, policies or practices. Deductions for such full day absences also may be made before the employee has qualified under the plan, policy or practice, and after the employee has exhausted the leave allowance thereunder.
- The ELCHC will not make deductions from pay for absences of an exempt employee due to jury duty, attendance as a witness or temporary military leave. However, the ELCHC may offset any amounts received by an employee as jury fees, witness fees or military pay for a week against the salary due that week.
- Deductions from pay of exempt employees may be made for penalties imposed in good faith for infractions of safety rules of major significance, or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions set forth in a written policy that applies to all employees.
- Deductions from pay may be made when an exempt employee is absent from work for one or more full days for personal reasons, other than sickness or disability.

If an employee believes that an improper deduction was made from his/her salary, he/she should immediately notify Human Resources. The ELCHC will reimburse the employee for any improper deductions and will take steps to ensure that the improper deduction does not re-occur.

Longevity Payments

It is the policy of the ELCHC that tenure of a fulltime employee who continues to exemplify a solid performance should be recognized in one-time only monetary and non-monetary ways. The ELCHC may award longevity payments to eligible fulltime employees to recognize their contributions to the organization. Employees who have completed at least:

- 10 years of employment shall be eligible for a longevity payment of \$500.00
- 15 years of employment shall be eligible for a longevity payment of \$1,000.00
- 20 years of employment shall be eligible for a longevity payment of \$1,500.00
- 25 years of employment shall be eligible for a longevity payment of \$2,000.00

Page 39 of 96

Reimbursement of Work Expenses

The ELCHC will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. Management must approve all business travel in advance. Employees are expected to limit expenses to reasonable amounts. Employees will submit reimbursement requests, in accordance with the ELCHC procedures.

Employees who use their personal vehicles for approved business purposes will receive a mileage allowance based on rates established in 112.061 Florida Statutes. This allowance is intended to compensate for all expenses associated with use of the vehicle, including the cost of gasoline, oil, depreciation, maintenance and insurance.

Professional Development Activities

The value of attendance at conferences, seminars, workshops and meetings, and/or enrollment in educational courses is recognized as a significant contributing factor to personal professional development and enrichment and expansion of the services provided by the ELCHC. The ELCHC aims to provide opportunities for such experiences for its employees consistent with the scope of ELCHC's mission, the employee's job assignment and available financial resources. With that in mind:

- Conference attendance and staff development activities shall be regularly reviewed by the employee's immediate supervisor.
- Annual budgets shall endeavor to account for beneficial conference and staff development activities. The CEO/OHD is responsible allocating these resources among employees consistent with the mission and needs of ELCHC.
- Consistent with the mission and needs of the ELCHC as well as budgetary constraints, attendance at conferences, seminars, workshops, etc. that do not directly benefit ELCHC but may benefit staff for other purposes, may be considered on a limited basis at the discretion of ELCHC. The ELCHC support may take the form of full or partial reimbursement and/or released time depending on the nature of the staff development activity.

Professional development activities may be required of ELCHC personnel to strengthen their effectiveness in the assigned work area, or they may be voluntary and relate to the achievement of mutually compatible ELCHC and employee career objectives. Only full-time employees are eligible to participate in such activities, and only if management determines that sufficient resources are available and the expenditure would be appropriate in the circumstances.

Tuition Reimbursement Policy

After one year of employment, fulltime employees are eligible for reimbursement of up to \$1,000.00 per fiscal year in tuition expenses at accredited colleges and universities. Such tuition reimbursement is available only: a) after successful completion of the course with a grade of "B" (or its equivalent) or better; and b) if the course is applicable to the employee's position, or if the course is required as a prerequisite to a business and/or education related degree.

The cost of courses which are not successfully completed with a B or better is the responsibility of the employee. However, reimbursement may be authorized by the CEO/OHD if the employee is unable to satisfactorily complete the course due to: disability; maternity leave; ELCHC initiated-action unrelated to conduct to the employee; or being involuntarily called into active military service.

Page 40 of 96

Requests for reimbursement of approved professional development activities must be supported by adequate documentation. If the employee is receiving financial aid from any other source, it must be applied to the identified costs prior to application of ELCHC resources.

Professional Organization Affiliation

Employees are encouraged to affiliate with and participate in appropriate professional organizations. However, the costs of participating generally must be borne by the employee.

Employment and Background Checks

All potential employees of the ELCHC are required to have a background screening check completed by the Florida Department of Law Enforcement (FDLE) prior to their first day of employment. This FDLE background screening is to be then subject to renewal background screenings every five (5) years. Background screening is conducted in accordance with the Level II standards set forth in Chapter 435, Florida Statutes. Results will be reviewed for the purposes of making decisions regarding hiring and maintaining employment. If the check discloses any offenses, the ELCHC will conduct an individualized assessment, based on the nature of the offense, the time, job responsibilities and other appropriate factors.

The ELCHC participates in E-Verify. Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States. Failure to provide required documentation or evidence of falsification or misrepresentation of any information, which significantly influenced the decision to employ, will result in immediate termination.

Appointment Authority

The appointing authority, for all employees of the ELCHC, shall be the CEO/OHD. All appointment letters shall include the pay rate, official title, exempt/non-exempt status of the position, starting date and any special conditions under which the appointment is offered. A copy of the appointment letter shall be filed in the employee's personnel record.

Performance Evaluations

Performance evaluations are how an employer and an employee periodically assess in a systematic fashion the degree to which previously established task and performance objectives have been met. Evaluations are intended to assess performance for the period being evaluated, task and performance objectives for the future, and personal and career development goals. Employees are expected to consistently support the ELCHC's mission and adhere to the ELCHC's shared values. The mission and values guide how we interact with partners, providers, vendors, those we serve, our colleagues and the public. Successful individual work or teamwork is dependent on employees that resonate and align their work with the mission and values, both personally and professionally.

ELCHC will conduct formal annual performance evaluations at fiscal year-end for each employee. Frequent informal feedback is encouraged by both supervisor and employee. The goal is to for the feedback to be two-way in nature.

Evaluations shall be completed in writing in standard format(s), approved by the CEO/OHD. Evaluations are to be completed by the employee's immediate supervisor. Other individuals who regularly exercise a role in the employee's day-to-day work activities may formally or informally provide input into the employee's evaluation.

Page 41 of 96

The evaluation process should actively involve both the employee and the immediate supervisor(s) to strengthen, not only the employee's performance, but how the employee's performance contributes to the overall capability of the ELCHC.

- Supervisors should share the employee evaluation with Human Resources, prior to sharing the evaluation with the employee, if a Performance Improvement Plan is required.
- The employee will be provided a copy of the proposed evaluation for discussion with the immediate supervisor. To the extent appropriate, all or part of the content of this discussion may, at the discretion of the immediate supervisor, be incorporated into the final evaluation.
- The employee shall sign the final evaluation. The employee may at that time or any time within 10 calendar days file a written comment covering any points with which he/she/they disagrees. The statement shall become a part of the evaluation.
- The immediate supervisor shall sign the evaluation and any written statement submitted by an employee, such signature indicating only that he/she/they has read the statement.
- The employee shall receive a signed copy of his/her final evaluation.
- Written performance evaluations become a permanent part of the employee's personnel record.

Telecommuting

Telecommuting allows employees to work at home or at a satellite location for all or part of their regular work week. Telecommuting is a work alternative that may be appropriate for some employees and some jobs. It is not an entitlement; it is not a companywide benefit; and it does not change the terms and conditions of employment. This policy is intended to meet or exceed the requirements of relevant federal, state and local laws and regulations, and to ensure compliance with these laws. If practices under this Policy conflict with applicable laws and regulations, the applicable laws and regulations will govern.

Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.

In general, only employees who have successfully completed their 90-day introductory period and who have not had any corrective actions for the past six months will be considered for telecommuting arrangements.

Any telecommuting arrangement made will be on a trial basis for the first three months and can be discontinued at any time at the discretion of the company. An effort will be made to provide 30 days' notice of such a change to accommodate commuting, child care, and other problems that may arise from such a change. There may be instances, however, where no notice is possible.

Evaluation of telecommuter performance during the trial period will include regular interaction by phone and e-mail between the employee and the manager to discuss work progress and problems. At the end of the trial period, the ELCHC will evaluate whether to continue the arrangement, considering such factors as work output, completion of objectives and other measures deemed appropriate.

Page 42 of 96

An appropriate level of communication between the telecommuter and supervisor must be agreed to in advance. After conclusion of the trial period, the manager and telecommuter will communicate in a manner and with the frequency that the ELCHC deems appropriate for the individuals involved.

Telecommuters are expected to comply with applicable Company policies (e.g., code of conduct; conflict of interest; confidentiality; health, safety & environment; workplace harassment; alcohol and drugs, etc.).

The employee will establish an appropriate private, secured work environment within her/his home for work purposes. Visitors, including family and friends, are not to be permitted access to the work space. Company will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture, or lighting; nor for repairs or modifications to the home office space. Employees will be offered appropriate assistance in setting up a workstation designed for safe, comfortable work. A designated representative of the Company may visit the employee's home worksite, upon request, to inspect the space for possible work hazards and suggest modifications. Repeat assessments may occur on an as-needed basis.

Consistent with the ELCHC's expectation of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of confidential, proprietary and trade secret information about ELCHC, its partners, employees, providers, the families it serves and others while working from home. They must take steps to ensure the safety and security of such information, including locked file cabinets and doors, password and or encryption and other appropriate measures.

Any equipment or services, (including hardware, software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) provided for the specific purpose of telecommuting must be approved by the Chief Financial Officer. The Information Technology department should be consulted to ensure conformity to standard. The ELCHC will maintain equipment supplied by the ELCHC. The employee will maintain equipment supplied by the employee. The Company accepts no responsibility for damage or repairs to employee-owned equipment. The Company reserves the right to make determinations as to appropriate equipment, subject to change at any time.

If equipment is approved and supplied by the ELCHC it is to be used for business purposes only. The telecommuter will be asked to sign an inventory of all office property and agree to take appropriate action to protect the item(s) from damage or theft. Upon termination of employment or at the company's request, all company property will be returned to the ELCHC.

Employees are expected to maintain their home workspace in a manner that is free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the ELCHC's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite. Telecommuting is not designed to be a replacement for childcare. Although an employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must be on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering a trial period.

Page 43 of 96

All exempt and non-exempt employees are required to accurately record hours worked. Any hours worked more than the employee's regularly scheduled hours require the advance approval of the employee's supervisor. Failure to obtain such approval may result in the immediate termination of the telecommuting arrangement.

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements will be evaluated and approved for special circumstances on an as-needed basis, and there should be no expectation that the telecommuting arrangement will continue beyond the circumstance justifying the immediate need.

Corrective Action/ Separation

The ELCHC expects all its employees adhere to the organization's values, to observe rules of honesty, professional conduct, health and safety, and fair play, and to adhere to generally accepted customs of good taste in their relations with one another. Employees are expected and required to conduct themselves in a manner on and off the job that will bring credit to the ELCHC. Employees should not engage in conduct that would tend to reflect adversely on the ELCHC at any time or at any place. Such conduct may subject such employees to the disciplinary process.

Discipline may include verbal or written warnings, probation, suspension with or without pay, termination of employment, or other actions that the ELCHC, in its sole discretion, deems appropriate. In accordance with the "at-will" nature of all employment with the ELCHC, employees may be discharged at any time, and for any reason. Factors that may be considered by the ELCHC when determining appropriate discipline include, but are not limited to, the nature and severity of the conduct, its frequency, the employee's tenure with the ELCHC, the employee's performance history and the employee's disciplinary history. However, the ELCHC is not required to consider all or any of these factors in any disciplinary decision.

Employees who demonstrate conscious disregard of the ELCHC's interests and deliberately violate or disregard the standards of behavior we expect of our employees will be terminated immediately. Misconduct which demonstrates that kind of disregard or violation of our standards includes, but is not limited to, the following:

1. Violation of any ELCHC policy, including the policies stated in this Employee Handbook
2. Committing an unlawful act
3. Disclosing confidential information
4. Engaging in conduct that does not comply with ELCHC expectations towards another employee because of gender, sexual orientation, gender identity or expression, race, age, color, disability, marital status, national origin, religion, genetic information, protected veteran or military status, or other category protected by federal, state or local law
5. Willful damage to property
6. Violence, threats or intimidation Insubordination or failure or refusal to perform duties assigned
7. Unlawful possession of drugs, narcotics or intoxicants on ELCHC property or while performing job duties
8. Being under the influence of alcohol, illegal drugs, narcotics or intoxicants while on ELCHC property or performing job duties, whether such influence is due to the

Page 44 of 96

- unlawful ingestion of lawful or unlawful products or abusing prescription drugs, or otherwise violating the Drug- Free and Alcohol-Free Workplace Policy
9. Theft, pilfering, fraud or other forms of dishonesty
 10. Excessive absences or tardiness
 11. Absence or tardiness without cause or without authorization
 12. Disorderly conduct or fighting on ELCHC property, while on ELCHC business, or during work hours
 13. Making maliciously false statements against the ELCHC or anyone associated with the ELCHC
 14. Falsifying a job application, record, time report form, log-in entry, or report
 15. Soliciting or accepting gratuities
 16. Possession of weapons on the ELCHC property, except in accordance with applicable law
 17. Making a false or misleading statement, or coercing or encouraging someone else to make a false or misleading statement
 18. Sleeping on the job
 19. Testing positive for unlawful drug or use of lawful drugs in an unlawful manner; or
 20. Other conduct that the ELCHC deems warrants immediate termination of employment

Nothing in this policy alters the at-will nature of your employment or requires that any particular disciplinary measures need occur prior to termination.

Voluntary Separation

Any employee voluntarily separating his/her employment with the ELCHC shall provide a notice of separation sufficiently in advance to adequately assure the orderly transition of responsibilities and acquisition of alternative capabilities.

- Employees should provide at least two (2) weeks written notice of their intention to separate. The employee's written notice of separation shall become a permanent part of his/her personnel file.
- Employees who have provided notice of separation may use accrued PTO only to the extent that utilization prior to the separation date does not disrupt requirements for an orderly transition. The employee shall receive a lump sum payment for such accrued PTO reimbursement up to a maximum of 300 hours for which he/she/they may be eligible.

Exit Interviews

An exit interview may be scheduled for each terminating employee with the objective of receiving ideas for improved operation or constructive criticism of organizational practices.

Employee Personnel Records

Human Resources is the designated custodian of personnel records and is responsible for their maintenance and security. Personnel records may include records of employee qualification, evaluation, personnel and compensation decisions, disciplinary actions and such other material as may be appropriate under applicable law.

Page 45 of 96

Employees may request access to their own personnel files verbally, in person, or in writing. An employee's inspection and/ or copying of personnel records is subject to the Florida's Public Records Act. The custodian of the personnel records (OHD) shall be present throughout any outside examination of the personnel record to assure that no material is removed, added, or altered during an examination.

The ELCHC must maintain up-to-date information about our employees for record-keeping and emergency purposes. Any change of personnel status must be reported to the ELCHC within three days, including changes to name, address, cell phone number, personal email address, dependents, marital status, and emergency contact information. In addition, any employee who is arrested must report the arrest immediately to Human Resources.

References

All requests for references on any former or current ELCHC employee must be referred to Human Resources. Provided the request for reference is submitted to Human Resources, Human Resources will ordinarily provide only the former employee's position and length of service. However, personnel files are subject to public records laws in Florida and may be obtained by others pursuant to applicable law.

No employee other than Human Resources or the CEO is authorized to give a reference on behalf of a current or former employee

PAID TIME OFF AND AVAILABLE LEAVE

Paid Time Off

Paid Time Off (PTO) combines annual leave and sick leave, to better accommodate individual employee needs and is available to eligible full-time employees to provide opportunities for rest, relaxation and personal pursuits. It is the employee's responsibility to maintain reasonable PTO in the event of illness. An employee with no available PTO must obtain prior written authorization from his/her supervisor before taking any time off. In the event a non-exempt employee must take time off and has no PTO remaining, paychecks will be adjusted to reflect earnings for actual time worked. PTO begins accruing upon employment; accrual is not subject to completion of the introductory period. However, PTO may not be taken during the first 90 days of employment for purposes other than illness or as mutually agreed between the employee and the supervisor.

Full-time employees are eligible to accrue PTO, as indicated in the following table:

Years of Service	Accrued Time Off (PTO)	Accrual Rate for Full-Time Employees (Per Pay Period)
Less than 3 years	20 days	5.769 Hours
3-5 Years	25 days	7.212 Hours
6-10 years	30 days	8.654 Hours
11-14 years	35 days	10.096 Hours
15+ years	40 days	11.538 Hours

Any employee who ceases to be employed by the ELCHC will be eligible for payout of accrued PTO up to a maximum of 300 hours. The departing employee must have successfully completed their 90-Day Introductory Period.

Employees should request planned leave, in writing, from their supervisors, no less than two weeks in advance of the requested time off. Requests will be reviewed based on several factors, including business needs and staffing requirements. Employees unable to report to work must telephone, email their supervisor prior to the scheduled start time, to be eligible for PTO. If their supervisor is unavailable when called, leave a message for them and report the absence to Human Resources. If an employee is out for medical reasons for three (3) or more days, in order to return to work, they must present a doctor's note to Human Resources releasing them to work and identifying any restrictions or stating there are none.

Holidays

The ELCHC observes the following 10 holidays for which fulltime employees will be paid:

- New Year's Eve Day
- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day

- The Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

If a holiday falls on Saturday, the holiday will be observed the Friday before the holiday. If a holiday falls on Sunday, the holiday will be observed on the Monday after the holiday.

Bereavement Leave

Any full-time employee shall be granted up to three (3) full workdays paid leave to attend the funeral of a family member. Under Bereavement Leave, a family member is defined as spouse, domestic partner, parent, stepparent, child, stepchild, daughter-in-law, son-in-law, foster child, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, the grandparent or grandchild of either the employee or his/her spouse, the parent of the employee's spouse or any person regularly residing in the employee's household.

USERRA – Leave of Absence for Uniformed Service

The ELCHC complies with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") which protects the job rights of individuals who voluntarily or involuntarily leave employment positions to perform service in the uniformed service, as defined under USERRA. Persons entitled to benefits under USERRA have the right to be re-employed when they leave employment with the ELCHC to perform service in the uniformed services if they: (1) ensure that the ELCHC receives advance written or verbal notice of their service; (2) have five years or less of cumulative service in the uniformed service while with the ELCHC; (3) return to work or apply for reemployment in a timely manner after conclusion of service; and (4) have not been separated from service with a disqualifying discharge or under other than honorable conditions. If such persons are eligible for reemployment, the ELCHC will restore them to the job and benefits they would have attained had they not been absent due to military service or, in some cases, a comparable job.

Anyone who (1) is a past or present member of the uniformed service; (2) has applied for membership in the uniformed service; or (3) is obligated to serve in the uniformed service, will not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment, based on that status. In addition, the ELCHC will not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

Employees who leave their jobs to perform military service, have the right to elect to continue existing employer-based health plan coverage for themselves and their dependents for up to 24 months while in the military, with premiums to be paid in accordance with applicable law.

The ELCHC permits employees to take leaves of absence for performance of services in the uniformed service in accordance with applicable law. If you have questions about your entitlement to military leave, health insurance coverage during the leave, reinstatement rights following the leave, or other issues relating to a military leave of absence, you may contact Human Resources. Page 48 of 96

Civil Air Patrol Leave

Eligible employees who serve as members of the Florida Wing of the Civil Air Patrol ("Civil Air Patrol member") will be provided with up to fifteen (15) days of unpaid leave annually to participate in a Civil Air Patrol training or mission. To be eligible, the employee must be a senior member of the Florida

Wing of the Civil Air Patrol with at least an emergency services qualification and must have been employed with the ELCHC for at least ninety (90) days immediately preceding the commencement of leave.

An employee who needs Civil Air Patrol leave must provide his or her supervisor as much notice as possible of the intended dates of the beginning and end of leave. An employee taking leave under this policy may, but is not required to, substitute available PTO for otherwise unpaid leave.

At the completion of leave, the employee must promptly notify the ELCHC of his or her intent to return to work. The ELCHC is not required to allow a Civil Air Patrol member to return to work upon the completion of his or her Civil Air Patrol leave if: (1) the ELCHC's circumstances have so changed as to make employment impossible or unreasonable; (2) employment would impose an undue hardship on the ELCHC; (3) the employment from which the member takes such leave is for a brief, nonrecurring period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period; or (4) the ELCHC had legally sufficient cause to terminate the member at the time he or she commenced such leave.

An employee who returns to work for the ELCHC following his or her Civil Air Patrol leave is entitled to: (1) the seniority that he or she had on the date his or her leave began and any other rights and benefits available as a result of such seniority; and (2) any additional seniority that the employee would have attained at his or her place of employment if he or she had remained continuously employed and any other rights and benefits available as a result of such seniority.

Paid Parental Leave Policy

Maternity/paternity/adoption leave under this policy is a paid leave associated with the birth of an employee's own child or the placement of a child with the employee through adoption or foster care. Only employees who have completed one full year of service are eligible for paid parental leave. Paid parental leave is not charged against the employee's other paid leave benefits but runs concurrently with FMLA leave. The maximum amount of paid leave available is four (4) weeks per event. If both parents are employees, only one may access the paid benefits of this policy. Both, however, continue to be entitled to FMLA leave, if eligible. See Family and Medical Leave policy for additional information.

Seasonal and part-time employees are not eligible for paid parental leave under this policy.

The ELCHC will maintain any group health insurance coverage that the employee was provided before the leave on the same terms and conditions as if the employee had continued to work during the leave period. If the employee fails to pay his/her share of the premium, the ELCHC has no obligation to continue to maintain such coverage.

The employee must provide notice of the anticipated leave as soon as possible and in any event at least 30 days in advance (unless a medical situation arises, in which case the employee must provide notice as soon as practicable) to Human Resources, provide appropriate documentation and return to Human Resources.

After the four (4) weeks of the paid parental leave have been exhausted, subsequent leave will be covered under appropriate policies. The Family and Medical Leave Act (FMLA) allows employees up to 12 workweeks of unpaid leave annually. Paid leave under this policy will run concurrently with FMLA

leave. After the paid parental leave is exhausted, the employee is required to apply any other available paid leave, which will also run concurrently with FMLA leave.

Family and Medical Leave

The ELCHC will grant family and medical leave in accordance with the requirements of the Family and Medical Leave Act ("FMLA"). No greater or lesser leave benefits will be granted than those set forth in the FMLA.

Employees must contact Human Resources as soon as they become aware of the need for FMLA leave. Employees will also need to make a written request for FMLA leave to Human Resources. Specific notice requirements for requesting FMLA leave are discussed below.

Employee Eligibility

To be eligible for FMLA benefits, an employee must:

1. Have been employed by the ELCHC for a total of at least 12 months as of the date leave commences;
2. Have worked at least 1,250 hours during the 12 months immediately preceding the start of the requested FMLA leave; and
3. Be employed at a worksite where at least 50 employees are employed by ELCHC within 75 miles of that worksite when the employee gives notice of the need for leave.

In determining eligibility for FMLA leave, employees reemployed under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") will be given credit for any months and hours of service he or she would have been employed but for the USERRA-covered service.

Leave Entitlement

Under the FMLA, eligible employees are entitled to receive up to a total of 12 workweeks (or up to 26 workweeks for Military Caregiver Leave) of unpaid leave during a 12-month period.

Eligible employees may use FMLA leave for any one, or more, of the following qualifying reasons:

1. For the birth of the employee's child or to care for the newborn child
2. For the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement
3. To care for the employee's spouse, son, daughter, or parent with a serious health condition
4. Because of a serious health condition that makes the employee unable to perform the essential functions of the employee's job
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active-duty status) (referred to as "Qualifying Exigency Leave")
6. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember

Page 50 of 96

(referred to as “Military Caregiver Leave”)

A “serious health condition” is an injury, illness, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider.

For purposes of measuring the 12-month period for FMLA entitlement for numbers one (1) through five (5), the ELCHC uses a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave. The 12-month period for FMLA leave taken for Military Caregiver Leave, number six (6) above, will be calculated on a going forward basis starting with the first day of leave. The employee’s entitlement to leave taken for Military Caregiver Leave will expire at the end of the 12-month period and any unused leave will be forfeited.

An employee’s entitlement to leave for a birth or placement of a child under categories numbers one (1) and two (2) expires at the end of the 12-month period beginning on the date of the birth or placement, and any such FMLA leave must be concluded within this one-year period.

The ELCHC may count time taken off for prenatal care and pregnancy complications against the FMLA leave entitlement.

Qualifying Exigency Leave

Eligible employees may take FMLA leave for a qualifying exigency while the employee’s spouse, son, daughter, or parent (the “military member” or “member”) is on “covered active duty” or call to “covered active duty” status (or has been notified of an impending call or order to covered active duty). “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. “Covered active duty” for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10, United States Code.

Qualifying exigencies include:

1. Issues arising from a covered military member’s short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification;
2. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active-duty status of a covered military member;
3. Certain childcare and related activities arising from the covered active duty or call to covered active duty status of a military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, or immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or day care facility if they are necessary due to circumstances arising from the covered active duty or call to covered active duty of the

Page 51 of 96

- military member;
4. Making or updating financial and legal arrangements to address a military member's absence while on covered active duty or call to covered active duty status;
 5. Attending counseling provided by someone other than a health care provider, for oneself, the military member, or the child of the military member, the need for which arises from the covered active duty or call to covered active-duty status of the military member;
 6. Taking up to fifteen (15) calendar days of leave to spend time with a military member who is on short-term temporary, rest and recuperation leave during deployment;
 7. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the military member's covered active-duty status, and addressing issues arising from the death of a military member while on covered active duty status;
 8. To care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty, including arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.
 9. To address other events which arise out of the military member's covered active duty or call to covered active-duty status provided that the ELCHC and employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

Military Caregiver Leave

An employee who is the spouse, son, daughter, parent, or next of kin (nearest blood relative) of a "covered servicemember" with a serious injury or illness may take up to a total of 26 weeks of leave during a single 12-month period to care for the servicemember. The 12-month period begins to run on the first day the employee takes leave for this reason and ends 12 months later. An eligible employee is limited to a combined total of 26 weeks of leave for any FMLA-qualifying reason during the 12-month period. However, only 12 of those 26 weeks may be used for a FMLA-qualifying reason other than to care for a covered servicemember. In other words, an employee may take his or her 12 weeks of family and medical leave for the birth of a son or daughter of the employee and in order to care for such son or daughter; for the placement of a son or daughter with the employee for adoption or foster care; in order to care for the employee's spouse, son, daughter, or parent with a serious health condition; because of the employee's own serious health condition; or because of a qualifying exigency, and then may take additional time, up to a combined total of 26 weeks of leave, to care for a covered servicemember with a serious injury or illness. For example, an eligible employee may, during the single 12-month period, take 16 workweeks of FMLA leave to care for a covered servicemember and 10 workweeks of FMLA leave to care for a newborn child.

Page 52 of 96

A "covered servicemember" is a current member of the Armed Forces, including a member of the Regular Armed Forces, National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A "covered servicemember" also includes a "covered veteran" who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. A "covered veteran" means an individual who was a member of the Armed

Forces (including a member of the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. An eligible employee must commence leave to care for a covered veteran within five years of the veteran's active-duty service, but the single 12-month period may extend beyond the five-year period.

In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, a "serious injury or illness" means an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

In the case of a covered veteran, a "serious injury or illness" means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is: (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Amount of Leave for Spouses Employed By the ELCHC

Spouses who are both employed by the ELCHC will be limited to a combined total of 12 workweeks of FMLA leave for:

1. Birth and care of the employee's newborn child
2. Placement of a child for adoption or foster care with the employee and to care for the newly placed child
3. To care for an employee's parent who has a serious health condition Spouses who are eligible for FMLA leave and are both employed by ELCHC may be limited to a combined total of 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness (Military Caregiver Leave). However, a combined total of no more than 12 workweeks out of the 26 workweeks may be taken by spouses for the birth, adoption, or placement of a child with the couple, or to care for an employee's parent with a serious health condition.

Page 53 of 96

Intermittent/Reduced Schedule Leave

Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

Intermittent or reduced schedule leave may be taken when there is a medical need for leave to care for the employee's own serious health condition, to care for the employee's spouse, parent, son, or daughter with a serious health condition, or to care for a covered servicemember with a serious injury or illness, and the medical need can be best accommodated through an intermittent or reduced leave schedule. FMLA leave may also be taken intermittently for a qualifying exigency arising out of the covered active duty status or call to covered active duty of a military member.

Employees needing intermittent or reduced schedule leave for planned medical treatment must work with the ELCHC to schedule the leave so as not to unduly disrupt its operations, subject to the approval of the health care provider.

Leave to care for a newborn or for a newly placed child for adoption or foster care must be taken all at once and may not be taken intermittently or on a reduced leave schedule. This restriction on intermittent leave or a reduced leave schedule does not apply for FMLA leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.

When an employee takes FMLA leave on an intermittent or reduced leave schedule basis, the ELCHC will account for the leave using an increment no greater than the shortest period that the ELCHC uses to account for use of other forms of leave provided that it is not greater than one hour. An employee's FMLA leave entitlement will not be reduced by more than the amount of leave taken.

Where it is physically impossible for an employee using intermittent leave or working a reduced leave schedule to commence or end work mid-way through a shift, the entire period that the employee is forced to be absent is designated as FMLA leave and counts against the employee's FMLA entitlement. The period of the physical impossibility is limited to the period during which the ELCHC is unable to permit the employee to work prior to a period of FMLA leave or return the employee to the same or equivalent position due to the physical impossibility after a period of FMLA leave.

Employees needing intermittent or reduced schedule leave must work with the ELCHC to schedule the leave so as not to unduly disrupt its operations, subject to the approval of the health care provider.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee, a family member, or a covered servicemember, including during a period of recovery from the employee's own serious health condition, a serious health condition of a spouse, parent, son, or daughter, or a serious injury or illness of a covered servicemember, the ELCHC may require the employee to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified, with equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position. When the employee no longer needs to continue the

Page 54 of 96

intermittent or reduced leave schedule, the employee will be placed in the same or equivalent job as the job he or she left when the leave commenced.

Employee Notice Requirements

Absent unusual circumstances, employees requesting FMLA leave are required to submit a written request for FMLA leave to Human Resources, setting forth the reasons for the requested leave, the anticipated duration of the leave, and the anticipated start of the leave. Employees giving notice of the need for FMLA leave must explain the reasons for the leave to allow the ELCHC to determine that the leave qualifies under the FMLA. If the employee fails to explain the reasons, leave may be denied. Where an employee does not comply with the ELCHC's notice requirements, and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.

An employee must provide the ELCHC at least 30 days advance notice before FMLA leave is to begin if the need for the leave is *foreseeable* based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. If 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

"As soon as practicable" means as soon as both possible and practical, considering all of the facts and circumstances in the individual case. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day.

When the need for FMLA leave is foreseeable at least 30 days in advance and an employee fails to give timely advance notice with no reasonable excuse, the ELCHC may delay FMLA coverage until 30 days after the date the employee provides notice. When the need for FMLA leave is foreseeable fewer than 30 days in advance and an employee fails to give notice as soon as practicable under the particular facts and circumstances, the ELCHC may delay FMLA coverage depending on the facts of the case.

When planning medical treatment, the employee must consult with the ELCHC and make a reasonable effort to schedule the treatment so as not to disrupt unduly the ELCHC's operations, subject to the approval of the health care provider.

Absent unusual circumstances, employees are expected to provide notice of *unforeseeable* FMLA leave in accordance with the ELCHC's regular and customary call-in procedures as outlined in the ELCHC's Attendance and Punctuality Policy. Specifically, employees are expected to call their supervisor at least thirty minutes prior to their scheduled starting time if they are going to miss work. If unusual circumstances prevent an employee from complying with the ELCHC's regular and customary call-in procedures, the employee must provide the ELCHC with notice of the need for FMLA leave as soon as practicable under the circumstances. If an employee does not comply with the ELCHC's regular and customary call-in procedures,

Page 55 of 96

and no unusual circumstances justify the failure to comply, FMLA- protected leave may be delayed or denied.

Notice of Eligibility and Notice of Rights and Responsibilities

When an employee requests FMLA leave, or when the ELCHC acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the ELCHC will notify the employee of the employee's eligibility to take FMLA leave within five (5) business days, absent extenuating circumstances. Eligible employees will also be provided with notice of their rights and responsibilities under the FMLA, including any requirements for the employee to furnish the ELCHC with certifications necessary to support the employee's request for FMLA leave.

Certification Requirements

At the time an employee requests leave for a serious health condition of the employee or the employee's immediate family member, the employee will be required to obtain a medical certification from the health care provider of the employee or the employee's ill-family member, which substantiates the need for the requested leave.

Eligible employees who request Qualifying Exigency Leave may be required to provide the ELCHC with a copy of the military member's active-duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active-duty status, and the dates of the military member's covered active duty service.

The ELCHC may also require that an employee seeking Qualifying Exigency Leave submit a certification from the employee to support his or her request for Qualifying Exigency Leave.

Eligible employees who request Military Caregiver Leave may be required to provide the ELCHC with a certification completed by an authorized health care provider of the covered servicemember and a certification completed by the employee and/or covered servicemember to support the employee's request for Military Caregiver Leave.

For purposes of confirmation of family relationship, the ELCHC may require the employee giving notice of the need for leave to provide reasonable documentation or statement of family relationship.

The employee must provide the requested certification to the ELCHC within 15 calendar days after the ELCHC's request, unless it is not practicable under the circumstances to do so despite the employee's diligent, good faith efforts or the ELCHC provides more than 15 calendar days to return the requested certification.

In the case of *foreseeable* leave, if an employee fails to provide certification in a timely manner, normally within 15 calendar days from the date that the certification is requested, then the ELCHC may deny FMLA coverage until the required certification is provided.

Page 56 of 96

In the case of *unforeseeable* leave, the ELCHC may deny FMLA coverage for the requested leave if the employee fails to provide a certification within 15 calendar days from receipt of the request for certification unless not practicable due to extenuating circumstances. Absent such extenuating circumstances, if the employee fails to timely return the certification, the ELCHC may deny FMLA protections for the leave following the expiration of the 15-day period until a

sufficient certification is provided. If the employee never produces the certification, the leave is not FMLA leave.

The ELCHC may contact the employee's health care provider for the purposes of clarification and authentication of the medical certification. The ELCHC may also require an employee to obtain, at the ELCHC's expense, a second medical certification from a health care provider of its choosing. If the opinions of the health care providers differ, the ELCHC may require the employee to obtain, at the ELCHC's expense, certification from a third health care provider, jointly approved by the ELCHC and the employee, whose conclusion shall be final and binding.

In some circumstances, during FMLA leave, the ELCHC may require an employee to furnish it with recertification relating to a serious health condition that justified the leave.

Notice of Designation of FMLA Leave

When the ELCHC has enough information to determine whether the leave is being taken for a FMLA- qualifying reason (e.g., after receiving a certification), the ELCHC will notify the employee whether the leave will be designated and will be counted as FMLA leave within five (5) business days, absent extenuating circumstances.

The ELCHC may retroactively designate leave as FMLA leave with appropriate notice to the employee provided that the ELCHC's failure to timely designate leave does not cause harm or injury to the employee. In all cases where leave would qualify for FMLA protections, the ELCHC and an employee can mutually agree that leave be retroactively designated as FMLA leave.

Periodic Status Reports and Intent to Return to Work

In some circumstances, during leave, the ELCHC may require an employee to furnish it with periodic reports of the employee's status and intent to return to work. If the employee gives the ELCHC unequivocal notice of the employee's intent not to return to work, the ELCHC's obligations to continue the leave, maintain health benefits and restore the employee may cease.

If the circumstances of an employee's FMLA leave change and the employee intends to report to work prior to the scheduled date of his or her return, the ELCHC will require the employee to provide notification of at least two (2) business days, when feasible, prior to the date the employee intends to report to work. The ELCHC may deny restoration when such notice is not provided. Likewise, an employee is required to provide the ELCHC at least two (2) business days notification, when feasible, if it will be necessary for the employee to take more leave than originally anticipated.

Substitution of Paid Leave

An employee is required to substitute any accrued PTO and other paid leave to run concurrently with otherwise unpaid leave when FMLA leave is requested. Any paid leave used for an FMLA qualifying reason will be charged against an employee's entitlement to FMLA leave. This includes leave for disability or workers' compensation injury/illness, provided that the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the 12 workweeks (or 26 workweeks, where applicable) leave period. After all paid leave time has been exhausted, the remaining leave shall be unpaid.

Page 57 of 96

Benefits During Leave

The ELCHC will maintain, for up to a maximum of 12 workweeks of FMLA leave (or 26 weeks of leave for Military Caregiver Leave), any group health insurance coverage, including family coverage, that the employee was provided before the leave on the same terms and conditions as if the employee had continued to work during the leave period. In addition, the employee will be entitled to new or changed plan/benefits to the same extent as if the employee was not on leave.

Employees taking leave are still responsible for their normal portion of premium payments to maintain health insurance coverage. The employee must plan with Human Resources to pay the employee's share of health insurance premiums.

Except as required by the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") and for "Key Employees", the ELCHC's obligation to maintain health benefits during leave (and to restore the employee to the same or equivalent employment) under FMLA ceases when the employment relationship would have terminated if the employee had not taken FMLA leave (e.g., if the employee's position is eliminated as part of a nondiscriminatory reduction in force and the employee would not have been transferred to another position); an employee informs the ELCHC of his or her intent not to return from leave (including before starting the leave if the ELCHC is so informed before the leave starts); or the employee fails to return from leave or continues leave after exhausting his or her FMLA leave entitlement in the 12-month period. In addition, an employee has no greater right to benefits than if the employee had continuously worked during the FMLA leave period.

If a "Key Employee" (as defined below) does not return from leave when notified by the ELCHC that substantial or grievous economic injury will result from his or her reinstatement, the employee's entitlement to group health plan benefits continues unless and until the employee advises the ELCHC that the employee does not desire restoration to employment at the end of the leave period, or the FMLA leave entitlement is exhausted, or reinstatement is denied.

The ELCHC's obligation to maintain health benefits also stops if the employee's premium payment is more than 30 days late. The ELCHC will provide at least 15 days written notice in advance that coverage will cease if payment is not received.

If the ELCHC elects to maintain group health insurance coverage for an employee who has failed to make premium payments during FMLA leave, the ELCHC is entitled to recover from the employee the employee's share of any premium payments missed by the employee during the FMLA leave.

The ELCHC may also recover premiums it has paid to maintain health insurance coverage if an employee fails to return to work from unpaid FMLA leave for a reason other than the employee's own serious health condition or the employee's immediate family member serious health condition or another reason beyond the employee's control.

Page 58 of 96

The ELCHC may elect to continue other ELCHC provided "non-health" benefits during unpaid FMLA leave to ensure that the employee will be eligible to be restored to the same benefits upon returning to work. However, at the conclusion of FMLA leave, the ELCHC is entitled to

recover from the employee the employee's share of premiums it paid to maintain other "non-health" benefits during unpaid FMLA leave.

Job Reinstatement

Under most circumstances, upon return from FMLA leave, an employee will be reinstated to his or her previous position, or to an equivalent position with equivalent pay, benefits, and other employment terms and working conditions. An employee's use of FMLA leave will not result in the loss of any employment benefit that he or she earned or to which he or she was entitled before the start of FMLA leave.

However, upon return from FMLA leave, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee would have been laid off had the employee not gone on FMLA leave, or if the employee's position has been eliminated during the FMLA leave, then the employee will not be entitled to reinstatement.

The ELCHC reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid 10 percent of the ELCHC's employees employed within 75 miles of the worksite ("Key

Employees") if such denial is necessary to prevent substantial and grievous economic injury to the ELCHC's operations.

When FMLA leave was caused by the employee's own serious health condition that made the employee unable to perform the essential functions of his or her position, the ELCHC may require the employee to present a fitness-for-duty certificate. The ELCHC may delay restoration until the certificate is provided.

The ELCHC will not interfere with, restrain, or deny the exercise of any right provided by the FMLA. The ELCHC will not refuse to hire or to discharge or discriminate against any individual for opposing or complaining about any unlawful practice under the FMLA or for being involved in any proceedings related to the FMLA.

Additional Information

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact HR Department immediately. The ELCHC will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

Page 59 of 96

The FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

If you have questions regarding this FMLA policy, please contact Human Resources. The ELCHC is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the ELCHC's other leave policies in this Handbook or contact Human Resources.

Jury Duty

The ELCHC recognizes jury duty as a civic responsibility and an opportunity for meaningful service. Employees who receive a summons to serve on jury duty must submit a copy of the summons and subsequent proof of jury service to Human Resources.

The ELCHC will continue to pay non-exempt employees on jury duty their normal rate of pay for the period they are on jury duty up to five business days. Exempt employees will continue to receive their salary for any workweek in which they perform any work for the ELCHC. However, an employee will not be compensated for more than 8 hours in one-day, or for more than 40 hours in any week. Time paid for jury duty does not count as time worked for purposes of calculating overtime. If the employee is paid by the court for jury service, the check must be endorsed over to the ELCHC Finance department. If on any day during jury duty the employee is excused by the court, and it is possible to complete three hours of a scheduled workday, the employee is required to report to work. To be eligible for payment of wages during jury service and subject to applicable law, employees must provide the ELCHC with sufficient evidence indicating the dates and hours of jury service and payment received for jury duty. No employee will be discharged from employment by the ELCHC because of the nature or length of service on a grand or petit jury.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, PTO will be used for this purpose.

Domestic Violence Leave

An employee who has been employed with the ELCHC for at least three months may be eligible for up to three (3) working days of paid leave in a twelve (12) month period to undertake activities resulting from acts of domestic violence when the employee or a family or household member of an employee is the victim of domestic violence. The ELCHC will determine the amount of leave available on a "rolling" twelve (12) month calendar measured backwards from the date Domestic Violence Leave commences.

The purpose of the leave is to allow the employee to engage in one of the following activities:

1. To seek an injunction for protection against domestic violence, repeat violence, dating violence or sexual violence
2. Obtain medical or mental health care or counseling for the employee or a family or household member to address physical or psychological injuries resulting from domestic violence
3. Obtain services from a victim-services organization, including a domestic violence shelter or rape crisis center, because of an act of domestic violence
4. Make the employee's home more secure from the perpetrator of domestic violence or to seek new housing to escape the perpetrator

Page 60 of 96

5. To seek legal assistance or attend and prepare for court-related proceedings in addressing issues arising out of acts of domestic violence

Except in acts of imminent danger, employees must provide appropriate advance notice of the need for leave. In addition, the employee must certify the need for leave by providing the ELCHC with a letter signed by an authorized person from a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence victim services organization. The letter must be provided in advance of the leave, whenever the need for leave is foreseeable. When the need for leave is not foreseeable, the letter must be provided no later than upon the employee's return to work. In the ELCHC's sole discretion, the ELCHC may accept appropriate documentation (such as copies of police reports, notice of court hearings, petition for injunction, new housing lease, etc.), where a letter is not feasible.

An employee seeking leave under this policy must, before receiving the leave, exhaust all paid time off, if applicable, that is available to the employee.

During an approved Domestic Violence Leave, the ELCHC will maintain any health insurance coverage you may have under the ELCHC group health plan. You will not lose any employment benefits accrued prior to the date on which your Domestic Violence Leave commenced.

While the ELCHC will not take any adverse action against the employee because of taking leave under this section, employees seeking Domestic Violence Leave remain subject to all the ELCHC's rules and regulations and have no greater rights to employment than if they had not taken leave under this section.

Upon timely return from Domestic Violence Leave, the employee will be returned to the position held prior to the commencement of the Leave with no reduction in the level of pay.

For purposes of this policy:

- "Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member, or any crime, of which the underlying factual basis has been found by a court to include an act of domestic violence.
- "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.
- "Victim" means any individual who has been subjected to domestic violence.

Page 61 of 96

Employment While on Leave

Employees are prohibited from holding any type of outside employment (whether as an employee, contractor or otherwise) during any leave of absence, including FMLA or any other form of leave.

Emergency Closings

The ELCHC will always make every attempt to be open for business. In situations in which some employees are concerned about their safety, management may advise supervisors to notify their departments that the office is not officially closed, but anyone may choose to leave the office if he or she feels uncomfortable.

If the office is officially closed during the day to permit employees to leave early, nonexempt employees and exempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take Paid Time Off.

Previously approved PTO requests that coincide with emergency closings may not be withdrawn after submission. Employees who are on approved PTO or have taken the day off will have the time off subtracted from their PTO balance, the same as would have occurred if the ELCHC did not close.

EMPLOYEE INSURANCE AND OTHER BENEFITS

Insurance Plans

The ELCHC may provide eligible employees with the opportunity to participate in one or more group health, life, vision, disability and/or dental insurance plans. The ELCHC reserves the right not to offer such opportunities, to modify any insurance plan or plans in any manner, to substitute one or more new plans for one or more existing plans, and to terminate any insurance plan or plans, at its sole discretion and without advance notice, to the extent permitted by applicable law. Please consult Human Resources for additional information regarding the benefits described below. Currently we provide the following:

Life Insurance Coverage

An ELCHC paid term life insurance policy equal to \$10,000 is provided for employees who are employed 30 hours or more per week.

Health Coverage

An ELCHC paid group health insurance policy is provided for each person employed 30 hours or more per week. The ELCHC will pay for a portion of an employee's personal health insurance and dependent coverage as financial resources allow. Employee contributions will be reviewed annually and will be adjusted based on the cost of health care coverage and the ELCHC's financial resources.

Disability Coverage

The ELCHC provides both a short-term and long-term disability policy for all employees who are employed 30 hours or more per week. This insurance is intended to assist employees unable to work due to extended illness or disability. Eligibility criteria are set forth by the policy and are determined solely by the insurance carrier.

Dental Coverage

Dental insurance may be purchased by employees working 30 hours or more per week.

Vision Coverage

Vision insurance may be purchased by employees working 30 hours or more per week.

Employee Assistance Program

The Employee Assistance Program (EAP) is a resource designed to provide highly confidential and experienced help for employees in dealing with issues that affect their lives and the quality of their job performance. The ELCHC wants employees to be able to maintain a healthy balance of work and family that allows them to enjoy life. The EAP is a confidential counseling and referral service that can help employees successfully deal with life's challenges.

This free, comprehensive counseling service offers employees three (3) visits per issue each year, and a 24-hour hotline answered by professional, degreed counselors. For legal or financial issues, employees receive a 25 percent discount on any available services that might be needed.

The ELCHC encourages employees to use this valuable service whenever they have such a need. Employees who choose to use these counseling services are assured the information disclosed in their sessions is confidential and not available to the ELCHC, nor is the ELCHC given any information on who

chooses to use the services. For questions or additional information about this program, please contact Human Resources.

COBRA (Consolidated Omnibus Budget Reconciliation Act)

When an employee leaves the ELCHC, his/her health care coverage, if applicable, will end for the employee and the employee's covered dependents as specified in the ELCHC's Plan documents. Under the federal legislation entitled Consolidated Omnibus Budget Reconciliation Act of 1986, commonly known as COBRA, coverage can be continued for a limited period. One of the provisions of this Act requires employers to allow terminated employees and dependents that would otherwise lose their coverage to continue group health coverage. This means that an employee may continue the employee's group health benefits for a limited period if the employee's employment terminates for any reason other than gross misconduct. The employee's dependents may also continue their coverage under certain circumstances if they also had the employee's group health coverage. The employee and/or the employee's covered dependents will pay the full cost of the COBRA continuation coverage plus an administration fee by making monthly payments to the ELCHC. For further details, please contact Human Resources.

Retirement

- Social Security - All employees are covered by Social Security (F.I.C.A.)
- 401(k) Plan-The ELCHC recognizes the importance of saving for retirement and offers eligible employees a 401(k) plan. Eligibility and all other matters relating to these plans are explained in the Summary Plan Description that can be obtained from Human Resources. The ELCHC will contribute up to 10% of base pay, as funding allows.

ACKNOWLEDGMENT RECEIPT OF THE EMPLOYEE HANDBOOK

I hereby acknowledge that I have received a copy of the Early Learning Coalition of Hillsborough County (ELCHC) Employee Handbook. I understand that it is my obligation to read the Employee Handbook and to ask questions if necessary to ensure that I understand the Employee Handbook. I expressly acknowledge reviewing the Equal Employment Opportunity, Non-Discrimination and Harassment-Free Workplace Policy contained in the Employee Handbook.

I understand that the Employee Handbook describes important information about the policies of the ELCHC. I understand that the ELCHC has the sole discretion to alter these policies from time to time without prior notice. I understand that revisions to these policies may supersede or eliminate one or more existing policies and that ELCHC will notify employees of all such changes.

I understand that failure to strictly adhere to the provisions of this handbook could result in disciplinary action, up to and including termination. I understand that I am employed at-will, meaning that either I or the ELCHC are free to end the employment relationship at any time, for any reason, with or without cause or advance notice.

I understand that these policies are neither a contract for employment nor a legal document. I have received and will comply with both the policies contained here and any revisions made to it. These policies supersede all prior editions.

I understand that the ELCHC has a legitimate interest in monitoring the work-related activities of its employees and the use of its telephones, computers and electronic communications service and storage systems. I consent to the ELCHC's monitoring of any wire, oral or electronic communications which are made using any of the ELCHC's wire, mechanical or electronic communications services or systems, or which take place during working time or on the ELCHC property, in its sole discretion and as permitted by applicable law.

Employee Signature

Date

Printed Employee Name

COVID ADDENDUM

ELCHC has considered how best to minimize the spread of COVID-19 and protect the health and safety of our workforce and environment while maintaining business operations.

We are asking our workers to cooperate in that effort. Specific questions about our COVID-19 precautions or other COVID-19 concerns should be directed to Human Resources. Employees must adhere to following expectations:

- Report to Human Resources if they have tested positive for COVID-19 and /or if they have been exposed to COVID-19.
- Stay at home when sick and avoid close contact with others.
- Refrain from shaking hands, hugging, or touching others.
- Wear a mask or cloth face covering that fully covers the nose and mouth in common areas or when in the presence of others.
- Clean surfaces before and after use in common areas, and when using shared equipment
- Avoid touching mouth, nose, and eyes.
- Wash hands with soap and water for at least 20 seconds. Use hand sanitizer with at least 60% alcohol if soap and water are not available.
- Wash/sanitize hands multiple times daily, including before and after work; during breaks; before and after eating; after coughing, sneezing, or blowing nose; and before and after going to the restroom.
- Cover mouth and nose with a tissue when coughing or sneezing and immediately discard it after use and wash hands. If no tissues are available, cover mouth with shoulder or elbow and then wash hands.
- Avoid sharing personal items with coworkers (e.g., food, dishes, lunch boxes, gloves, etc.)
- Keep a minimum distance of 6 feet from others when possible.
- Follow all CDC, state, and local health department guidelines on use, removal, cleaning, and disinfection of face coverings.

We will continue to follow guidance issued by OSHA, the CDC, and state and local authorities.

Whether at work or not, we urge you to do your part to avoid the spread of COVID-19. We also encourage all of our employees to be vaccinated as soon as possible.

BALANCED SCORECARD ADENDUM

The Early Learning Coalition of Hillsborough County's Balanced Scorecard is a tool designed to establish, monitor and track key performance areas of the organization and measure against the corresponding target and stretch goals set by Senior Leadership each fiscal year.

The scorecard is broken down into minimum of 5 different performance areas. The performance areas may vary from year to year. Each performance area is made up of a set of more specific measures where each category can then have a maximum score of 1 point. The total score across all categories for the year represents the % bonus that is paid to each employee, with a maximum score (bonus) being 5.

The % paid reflects the % of the employees' annual pay rate at the time the bonus is paid.

The ELCHC follows the below timeline for the bonus payout for team members hired during the fiscal year:

July, August, September new hires – 100% of Target and Stretch

October, November December new hires – 75% of Target and Stretch

January, February, March new hires – 50% of Target and Stretch

April, May June new hires – none

The bonus, if applicable, will be paid the last pay date in June.

The team member must score a minimum of 2.0 on their current Annual Performance Review to receive a Balanced Scorecard Bonus.

Purchasing Policy for use with state and federal funds

OVERVIEW

The Early Learning Coalition of Hillsborough County requires the practice of ethical, responsible, and reasonable procedures related to purchasing, agreements and contracts, and related forms of commitment. The policies in this section describe the principles and procedures that all staff shall adhere to in the completion of their designated responsibilities.

The goal of these procurement policies is to ensure that materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and the Early Learning Coalition of Hillsborough County procedures.

The Early Learning Coalition of Hillsborough County policies and procedures will comply with the following federal/state laws, regulations, statutes and rules.

- Chapter 60A – General Regulations
- Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
- Section 287.058, F.S. – Contract document
- Rule 60A-1.002, FAC – Purchase of commodities or contract services
- Chapter 69I – Division of Auditing and Accounting
- Compliance with Rule 69I-24, F.A.C. – Payment of Vouchers by State Warrant
- Compliance with Rule 69I-40, F.A.C. – Bureau of Auditing invoice requirements
- DFS Reference Guide for State Expenditures
 - CFO Memo No. 01 (2012-13), Contract Summary Form
 - CFO Memo No. 02 (2012-13), Contract and Grant Reviews and Related Payment Processing Requirements
 - CFO Memo No. 03 (2014-15), Compliance Requirements for Agreements
 - CFO Memo No. 06 (2011-12), Contract Monitoring and Documenting Contractor Performance
 - PUR 1000 and 1001
- OEL Program Guidance PG 250.01, Other Cost Accumulator (OCA) Working Definitions
- OEL annual grant agreement Exhibit I for specified prohibited costs
- 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards

Purchasing Policy for use with state and federal funds

Code of Conduct in Purchasing

Ethical conduct in managing the Organization's purchasing activities is essential. Staff must always be mindful that they represent the Board of Directors and share a professional trust with other staff and the general membership. The ELCHC shall maintain written standards for handling instances of conflict of employees or other individuals impacted by procurement activities. [2 CFR Part 200.318]

- Staff shall discourage the offer of, and decline, individual gifts or gratuities of value in any way that might influence the purchase of supplies, equipment, and/or services.
- Staff shall notify their immediate supervisor if they are offered such gifts.
- No officer, board member, employee, or agent shall participate in the selection or administration of a vendor if a real or apparent conflict of interest would be involved. Such a conflict would arise if an officer, board member, employee or agent, or any member of his/her immediate family, his/her spouse/partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the vendor selected.
- Officers, board members, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements.
- Unsolicited gifts of a nominal value may not be accepted

Disallowed Purchases

Examples of disallowed items may include, but are not limited, to the following:

- Alcoholic beverages;
- Aspirin, band-aids, and other such items for personal benefit;
- Briefcases, lamps and clocks without specific justifications;
- Congratulatory or condolence telegrams;
- Convenience appliances, such as stoves, dishwashers, and mugs.
- Entertainment costs;
- First class tickets
- Fines and penalties
- Goods and services for the personal use of staff
- Greeting cards;
- Memberships in social, dining, or country clubs, or in civic and community organizations;
- More expensive office supplies, furniture, etc., than necessary to meet a legitimate need;

Purchasing Policy for use with state and federal funds

Competition

[2 CFR Part 200.319]

In order to promote open and free competition, purchasers will:

- Make purchases using one of the allowed methods of procurement as contained in, [2 CFR Part 200.320]
- Contract when possible with small and minority businesses. [2 CFR Part 200.321]
- Comply with instructions for procurement of recovered materials. [2 CFR Part 200.322]
- Be alert to any internal potential conflicts of interest.
- Be alert for organizational conflicts of interest.
- Be alert to any noncompetitive practices with or among contractors that may restrict, eliminate or restrain trade.
- Not permit contractors who develop specifications, requirements or proposals to bid on such procurements.
- Not place unreasonable requirements on firms for them to qualify to do business;
- Not require unnecessary experience and excessive bonding;
- Not specify only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Be alerted to avoid any arbitrary action in the procurement process.
- All pre-qualified lists of persons, firms or products which are used in acquiring goods and services must be current and include enough qualified sources to ensure maximum open and full competition
- Award contracts to bidders whose product/service is most advantageous in terms of price, quality and other factors.
- Issue solicitations that clearly set forth all requirements to be evaluated.
- Reserve the right to reject any and all bids when it is in the Organization's best interest.

Non-Discrimination Policy

All vendors/contractors who are the recipients of Organization funds, or who propose to perform any work or furnish any goods under agreements with the Early Learning Coalition of Hillsborough County, shall agree to these important principles:

- Vendors/contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendors/contractors.

Purchasing Policy for use with state and federal funds

- Vendors/contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisement and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for meeting the intent of this section.

Procurement Procedures

The following are the Coalition's procurement procedures:

- 1) The policies used by the Coalition will apply to all entity activities/purchases made using state and federal funds. *(2 CFR part 200.403(c))*
- 2) Policies used by the entity will comply with applicable instructions from state purchasing rule(s). *Rule 60A-1.002, FAC – Purchase of commodities or contract services*
- 3) The Coalition will comply with disclosure requirements for all agreements funded by federal and/or state monies passed-through the State Treasury. *(Section 215.971, F.S.)*
- 4) The policies used by the Coalition will require disclosure in writing of any potential/real conflicts of interest. *(2 CFR Part 200.112)*
- 5) Disclose in writing all violations of federal criminal law involving fraud, bribery or gratuity violations potentially affecting the federal award. *[2 CFR Part 200.113]*
- 6) The Coalition will maintain written standards for handling instances of conflict of employees or other individuals impacted by procurement activities. *(2 CFR Part 200.318)*
- 7) Policies will comply with applicable cost and price analysis requirements for procurement transactions. *[2 CFR Part 200.323]* See below for more details.
- 8) All procurement files and records must be available for inspection and review upon request by federal awarding agency or pass-through entity. *[2 CFR Part 200.324]*
- 9) Comply with bonding requirements for construction-related contracts. (if allowable). *[2 CFR Part 200.325]*
- 10) Include all required/applicable contract provisions/disclosures in writing. *(2 CFR Part 200.326)*
- 11) For all procurements in excess of the small purchase acquisition threshold as defined by F.S. 287.017 (\$35,000), procurement records and files shall be maintained that include all the following:
 - a. The basis for contractor selection.
 - b. Justification for lack of competition when competitive bids or offers are not obtained.
 - c. The basis for award cost or price.
- 12) All contracts with vendors shall require the vendor to certify in writing that it has not been suspended or disbarred from doing business with any Federal or State agency. (Alternatively, the Coalition may research potential vendors on the Excluded Parties List at the GSA\ website.)

Compliance with section 287.058, F.S. – Contract document

Purchasing Policy for use with state and federal funds

Policies used by the entity will comply with minimum disclosure requirements for contracts and purchase order agreements in excess of the threshold amount provided in s. 287.017 for Category Two (\$35,000).

- Bills for fees, compensation or expenses will be submitted with enough details for proper pre-audits and post-audits thereof.
- Bills for any travel expenses will be authorized, documented and reimbursed in accordance with Section 112.061, F.S.
- Contractor to comply with contract delivery terms (criteria), related timelines and final completion date(s) as specified.
- Renewal clause (if authorized by related procurement files) for a period that may not exceed 3 years or the term of the original contract, whichever is longer. Note: emergency or exceptional purchases cannot be renewed.
- Intellectual property rights for pre-existing property (ownership usually remains with Contractor), for created/developed property (ownership by State of FL), or proceeds from sale/licensing activities (ownership determined as specified by applicable state statute). [s. 287.058(1), F.S.]

Make purchases using one of the allowed methods of procurement. [2 CFR Part 200.320]

The following are Early Learning Coalition of Hillsborough County's procurement procedures:

Early Learning Coalition of Hillsborough County shall avoid purchasing items that are not necessary for the performance of the activities of the Organization. [2 CFR Part 200.318(d)]

Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical and practical procurement method. This analysis should only be made when both lease and purchase alternatives are available to the program. [2 CFR Part 200.318(d)]

- 1) Applies at federal level for purchases in excess of simplified acquisition threshold (\$150,000)
- 2) Independent in-house estimates required before receiving bids or proposals
- 3) When applicable or required, negotiate profit as a separate element of price
- 4) Costs or prices are limited to allowable costs based on federal and state cost principles

Purchasing Policy for use with state and federal funds

- 5) Some form of cost or price analysis shall be made for every procurement. Price analysis may be made in various ways, including comparison of price quotations submitted or market prices. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability. Cost/price analysis for routine supplies may be performed at the beginning of the year to identify a vendor to be used for the entire year. Such items should be priced in total, not by individual item.
- 6) Documentation of the cost and price analysis associated with each procurement decision shall be retained in the procurement files pertaining to each Federal award.
- 7) For all procurements of commodities and services utilizing funds from Florida's Office of Early Learning (FOEL) will comply with the provisions of applicable OMB Circulars and sections 287.057 and 287,057, Florida Statutes. For the purpose of this paragraph per the grant agreement with FOEL, the following thresholds will apply:
 - CATEGORY ONE: \$20,000
 - CATEGORY TWO: \$35,000
 - CATEGORY THREE: \$65,000
 - CATEGORY FOUR: \$195,000
 - CATEGORY FIVE: \$325,000
- 8) Early Learning Coalition of Hillsborough County shall make all procurement files available for inspection upon request.
- 9) All contracts with vendors shall require the vendor to certify in writing that it has not been suspended or disbarred from doing business with any Federal agency. (Alternatively, the Organization may research potential vendors on the Excluded Parties List at the GSA\ website.)
- 10) Early Learning Coalition of Hillsborough County shall not utilize the "cost-plus-a-percentage-of-costs method of contracting.
- 11) When possible, use state and local inter-entity agreements to procure common or shared goods and services. [2 CFR Part 200.318(e)]
- 12) Use federal excess and surplus property instead of purchasing new equipment and property when possible and if such activity helps reduce program/project costs. [2 CFR Part 200.318(f)]
- 13) Not use state or geographical preferences in the evaluation of bids or proposals except where



Purchasing Policy for use with state and federal funds

Federal statutes mandates or encourages it. [2 CFR Part 200.319(7)(b)]

Exempt from Sales Tax

The Early Learning Coalition is exempt from paying sales tax under Florida Statute 212.08(06).

Responsibility for Purchasing

All department Managers or Supervisors shall have the authority to initiate purchase requests on behalf of their department, within the guidelines described here. The Procurement Specialist shall be responsible for creating purchase orders that conform to the policies and procedures established by the ELCHC's Accounting Department. The Chief Financial Officer has approval authority over all purchases and contractual commitments and shall make the final determination on any proposed purchases where budgetary or other conditions may result in denial.

Purchasing by Credit Card

Purchases may be made with the use of credit cards issued to qualified Early Learning Coalition Staff. Each request must be accompanied by a request for purchase and approval prior to use. Credit card purchases are subject to OEL Guidelines regarding approved expenditures. Any unallowable purchases made on a credit card are the responsibility of the card holder. The credit cards are paid monthly in accordance with the statement that is received. The Early Learning Coalition must prepare purchase orders and forward its receipts and other backup documents to the Accountant I. The credit card statement is reconciled each month.

Purchase Orders

All purchases require a purchase order. The ELC Procurement Specialist initiates purchase orders. Purchase orders are entered into MIP through the automated purchase order system at the accounts payable level. Contracts must be signed before distribution to the vendor.

Early Learning Coalition of Hillsborough County policies and procedures will comply with the following federal/state laws, regulations, statutes and rules.

- 60A-1.016 F.A.C., Contract and Purchase Order Requirements.
- DFS Reference Guide for State Expenditures
- DFS State Travel Manual
- CFO Memo No. 06 (2016-17), *Guidance for Travel restrictions imposed by Ch. 2016-62, FL Law*

Purchasing Policy for use with state and federal funds

- CFO Memo No. 02 (2014-15), *State of Florida Purchasing Card Program Convenience Fees/Surcharges*
- OEL annual grant agreement Exhibit I for specified prohibited costs
- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR 200.302, *Financial management systems*
 - 2 CFR 200.302(7), *Financial management systems* – allowability of costs
 - 2 CFR 200.303, Internal controls
 - 2 CFR 200, Subpart E – Cost Principles
- OEL Program Guidance files
 - Program Guidance 440.10 – Office of Early Learning Match Reporting Guidance
 - Program Guidance 240.01 – Cash Management Procedures
 - Program Guidance 240.04 – School Readiness Funds Management
 - Program Guidance 240.05 – Guidance on Prior Approval Procedures
 - Program Guidance 240.06 – Reimbursement Request Requirements for ELCs
 - Program Guidance 250.01 – Other Cost Accumulators (OCAs) Guidance

Use of Purchase Orders

A. Use of purchase orders [60A-1.016, F.A.C., Contract and Purchase Order Requirements]

The ELCHC utilizes a purchase order system. A properly completed purchase order shall be required for each purchase decision. Purchase orders are electronic, and the numbers are assigned by the purchase order system and issued upon request from an authorized purchaser.

A properly completed purchase order shall contain the following information.

- 1). Minimum required Purchase Order policy disclosures:
 - a. Vendor name, address, point of contact and phone number
 - b. Source of funding
 - c. Solicitation number (if applicable) #
 - d. Statements regarding the quantity, description, and price of goods or services ordered#
 - e. Applicable payment terms and discounts#
 - f. Date of performance, transportation/delivery#
 - g. Liquidated damages#
 - h. Catalog number, page number, etc. (if applicable)
 - i. Net price per unit, less any discount(s)
 - j. Total amount of order
 - k. Authorized signature

Purchasing Policy for use with state and federal funds

- l. Date purchase order was prepared
- m. Additional disclosures required by state purchasing rules
 - Payment audit (records of costs will be available upon request)
 - Payment made after written "agency" acceptance
 - Payment timeframe – timely payments will be made
 - Funding availability/annual appropriation
 - No lobbying
 - Public access/public records
 - Conduct of business – federal/state laws govern
 - Conflict of interest/related party activities
 - Confidentiality and safeguarding information
 - Termination for cause – required for purchases in excess of \$10,000[^]
 - Remedies – required for purchases in excess of \$35,000[^]
- n. Additional disclosures may also apply for higher dollar purchases

Required disclosure element per state purchasing statutes or rules (see 60A-1.016, F.A.C.).

[^]Required disclosures element per federal grant program rules (see 2 CFR Part 200 Appendix II).

- 2) Minimum ELCHC control processes required for Purchase Orders (see 60A-1.016, F.A.C.)
 - Purchase orders are electronic and are password protected.
 - Maintain a file and accounting system for all consecutive purchase orders issued or voided.
 - Maintain records of persons authorized to issue and approve each type of purchase order.
 - Monitor and review processes for the use of purchase orders and field purchase orders (those issued by an agency/office that is separate from the agency purchasing office (i.e., satellite offices).
 - Rationale for method of procurement.

Early Learning Coalition of Hillsborough County utilizes an automated purchase order system. A properly completed purchase order shall be required for each purchase decision (i.e., total amount of goods and services purchased). A purchase order will be prepared for expense reimbursements, which also require the preparation of a separate form described elsewhere in this manual. A properly completed purchase order shall contain the following information, at a minimum:

- Specifications or statement of services required
- Vendor name, address, point of contact and phone number
- Account Coding

Purchasing Policy for use with state and federal funds

- Delivery or performance schedules
- Delivery, packing and transportation requirements
- Special conditions (if applicable)
- Catalog number, page number, etc. (if applicable)
- Net price per unit, less discount, if any
- Total amount of order
- Authorized electronic signature
- Date purchase order was prepared
- Quotes obtained

Purchase orders are pre-numbered by the automated purchase order system. All purchase orders are recorded in the automated purchase order database, and the Coalition will restrict access (via electronic controls and passwords) to all unused purchase orders.

The Automated Purchase Order manual should be referred to for information on the use of this software.

Authorizations and Purchasing Limits -

The Chief Financial Officer is authorized to enter into any contract on behalf of Early Learning Coalition of Hillsborough County after proper approval is obtained. All contracts must be reviewed and approved by the Finance & Accounting Manager and the Chief Financial Officer. These policies shall also apply to renewals of existing contracts.

The Coalition will comply with Chapter 287, F.S., which regulate contract procurement. Any changes to Chapter 287, F.S. will be incorporated into the Coalition policies and procedures.

The following are the required approval levels and solicitation processes:

Category	Amount of Purchase	Required Approvals	Minimum Required Solicitation	Required Documentation
Small Purchase	< \$2,500	Dept. Manager Chief Financial Officer	Requires at least one quote to support cost (best practice is to obtain two quotes)	<ul style="list-style-type: none"> • Receipt approved by Dept. Officer

Purchasing Policy for use with state and federal funds

Category	Amount of Purchase	Required Approvals	Minimum Required Solicitation	Required Documentation
Category One	≥\$2,500 ≤ \$20,000	<ul style="list-style-type: none"> Dept. Manager Chief Financial Officer 	Two (2) verbal or written quotes, written records of telephone quotations (verbal) are required.	<ul style="list-style-type: none"> Documentation of bids received How decision was made
Category Two	≥\$20,000 < \$35,000	<ul style="list-style-type: none"> Dept. Director Chief Financial Officer Chief Executive Officer 	Three (3) written quotes and document file accordingly	<ul style="list-style-type: none"> Documentation of bids received How decision was made
Category Two (up to \$65,000, Category Three after)	≥35,000 < \$100,000	<ul style="list-style-type: none"> Dept. Director Chief Financial Officer Chief Executive Officer Finance Committee of the Board of Directors 	Must be formally competitively procured unless procurement is exempted by Section 287.057(3)(f), F.S.	<ul style="list-style-type: none"> Copy of RFB or RFP Proposal scoring grids including who participated in the scoring Proposal and contract of winning bidder
Category Three (up to \$195,000, Category Four up to \$325,000, Category Five after)	≥ \$100,000	<ul style="list-style-type: none"> Dept. Director Chief Financial Officer Chief Executive Officer Board of Directors 	Must be formally competitively procured unless procurement is exempted by Section 287.057(3)(f), F.S.	<ul style="list-style-type: none"> Copy of RFB or RFP Proposal scoring grids including who participated in the scoring Proposal and contract of winning bidder

Price obtained from reputable company websites or catalogues may be considered verbal quotations. Documentation of the quotes should be maintained with the Purchase Order.

Purchasing Policy for use with state and federal funds

Solicitations for goods and services (requests for proposals or RFPs) should provide for all the following:

- A clear and accurate description of the technical requirements for the material, product or service to be procured. Descriptions shall not contain features which unduly restrict competition.
- Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals (see the next section entitled "Evaluation of Alternative Vendors" for required criteria)
- Technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
- The specific features of "brand name or equal" descriptions that bidders are required to meet when appropriate.
- The acceptance, to the extent practical, of products and services dimensioned in the metric system of measurement.
- Preference, to the extent practical, for products and services that conserve natural resources and protect the environment and are energy efficient.
- Preference for recycled products pursuant to EPA guidelines.
- A description of the format, if any, in which proposals must be submitted, including the name of the person to whom proposals should be sent.
- The date by which proposals are due.
- Required delivery or performance dates/schedules.
- Clear indications of the quantity requested and unit(s) of measure.

Extensions of Due Dates and Receipt of Late Proposals

Solicitations should provide for sufficient time to permit the preparation and submission of offers before the specified due date.

Purchasing Policy for use with state and federal funds

Vendor proposals are considered late if received after the due date and time specified in the solicitation. Late proposals shall be so marked on the outside of the envelope and retained, unopened, in the procurement folder. Vendors that submit late proposals shall be sent a letter notifying them that their proposal was late and could not be considered for award.

Evaluation of Alternative Vendors

Vendors shall be evaluated on a weighted scale that considers the following criteria:

- 1) Adequacy of the proposed methodology
- 2) Skill and experience of key personnel
- 3) Demonstrated experience
- 4) Other technical specifications designated by department requesting proposals
- 5) Compliance with administrative requirements of the request for proposal (format, due date, etc.)
- 6) Vendor's financial stability
- 7) Vendor's demonstrated commitment to the nonprofit sector
- 8) Results of communications with references supplied by vendor
- 9) Ability/commitment to meeting time deadlines
- 10) Cost
- 11) Minority or women-owned business status of vendor
- 12) Other criteria (to be specified by department requesting proposal)

Not all the preceding criteria may apply in each purchasing scenario. However, the department responsible for the purchase shall establish the relative importance of the appropriate criteria prior to requesting proposals and shall evaluate each proposal based on the criteria and weighting that have been determined.

After a vendor has been selected and approved by the Department Director, the final selection shall be approved by the Chief Executive Officer prior to entering into a contract.

Affirmative Consideration of Minority, Small Business & Women-Owned Businesses

Positive efforts shall be made by Early Learning Coalition of Hillsborough County to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Therefore, the following steps shall be taken:

- 1) Ensure that small business, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

Purchasing Policy for use with state and federal funds

- 2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small business, minority-owned firms and women's business enterprises.
- 3) Consider in the contract process whether firms competing for larger contracts tend to subcontract with small businesses, minority-owned firms and women's business enterprises.
- 4) Encourage contracting with consortiums of small businesses, minority owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the minority-owned firms and women's business enterprises.

Requirements for Professional Services [2 CFR part 200.459]

To help determine allowability of these costs, Coalition files will document -

- The nature and scope of the service rendered in relation to the service required;
- The need to contract for the service, considering the Entity's capability in the area;
- The past pattern of such costs, particularly in the years prior to Federal awards;
- The impact of Federal awards on the non-Federal entity's business (*i.e.*, what new problems have arisen), if applicable;
- Whether the decision is business-based and not made just because grant monies are available to fund the cost (instead of other Entity revenues);
- If the service can be performed more economically by direct employment rather than contracting;
- The qualifications of the individual or concern rendering the service and the customary fees charged, especially on non-federally funded activities; and
- Adequacy of the contractual agreement for the service (*e.g.*, description of the service, estimate of time required, rate of compensation, and termination provisions).
- In addition, retainer fees must be supported by evidence of bona fide services available or rendered.

Required Contents for Procurement files

(DMS State Purchasing Memo No. 01 (2012-13); State Purchasing, Ch. 60A-1, FAC, s. 216.3474, F.S.; FDOE Contract Training Manual)

1. Planning/procurement files must obtain/document the following elements.
 - a. Purchase order must have at least one written quote or written record of telephone quote;

*

Purchasing Policy for use with state and federal funds

- b. At least one quote should be from a CMBE or documentation of reason quote was not obtained; *
- c. Cost analysis is required, since a competitive process won't be used for most small dollar purchases; *
- d. Rationale for method of procurement;
- e. Selection of contract type;
- f. Contractor selection or rejection; and
- g. The basis for the contract price.

**Item represents a minimum documentation requirement in state purchasing rules*

- 2. Purchase orders, contracts or other agreement files must obtain/document the following elements.
 - a. Quantity, description, price, applicable payment terms, applicable discount(s), date of performance, transportation/shipping arrangements, and other pertinent information.
 - b. Additional purchase order terms/disclosures required regardless of the scoped goods/services.
 - 1) Liquidated damages/financial consequences
 - 2) Payment audit (records of costs will be available upon request)
 - 3) Payment made after written "agency" acceptance
 - 4) Payment timeframe – timely payments
 - 5) Funding availability/annual appropriation
 - 6) No lobbying
 - 7) Public access/public records
 - 8) Conduct of business – federal/state laws govern
 - 9) Conflict of interest/related party activities
 - 10) Confidentiality and safeguarding information
 - c. Other/additional terms may also apply based on scoped goods/services.
 - d. If credit card transactions occur all the standards noted here will still apply.
- 3. Procurement files include all the following items:
 - a. Public notice
 - b. Copy of RFP
 - i. Technical Requirements
 - ii. Statement of Work
 - iii. Cost Requirements
 - iv. Evaluation Criteria
 - c. Proposals Submitted
 - d. Evaluation of Proposals
 - e. Board Approval of Contracts (as applicable)
 - f. Contract Negotiations (*if different than proposed price*)

Purchasing Policy for use with state and federal funds

- g. Award of contract to lowest bidder who met the technical requirements/specifications.

Additional Federal Considerations [2 CFR Part 200.326; 2 CFR Part 200 Appendix II]

For transactions funded by federal programs, additional disclosures are required regardless of scoped/services.

- a. Debarment and suspension provision(s).
- b. Equal Employment Opportunity provision.
- c. Other/additional terms may also apply based on scoped goods/services.

Contracts Administration and Management

Once a contract has been executed it enters the last phase of the contract management system. During this phase of contract management, day to day activities are managed by the assigned contract manager. Overall performance results will be documented, and monitoring tasks will be performed. Adequate documentation of goods/services procured, goods/services received, payments made and compliance with federal and state grant program rules is required. The file forms/processes listed here represent minimum contracts administration/management documentation requirements for Coalition contract agreements.

1. Formal contract documents [45 CFR § 75.327(a); 45 CFR § 75.329; and 45 CFR § 92.36 and s. 287.057(15), F.S.]
 - a. Original executed (signed) contract
 - b. Contractor name
 - c. Contract amount
 - d. Subcontracts, memorandums of agreement, if applicable
 - e. Amendments
 - f. Renewals
 - g. Bonds
 - h. Insurance
 - i. Funding source(s)
 - j. Contract relationship [Ch. 69I-5.006, FAC and 45 CFR Part 75.351]
 - k. Provider's justification of need for advance, if applicable
 - l. Scoped reporting requirements (evaluation reports, performance measures, etc.)
2. Day-to-day management documents [s. 287.057(15), F.S.; DFS FCCM Manual; 0A-1, FAC; 45 CFR Part 75.327(a); 45 CFR Part 75.329]
 - a. Performance documentation
 - b. Correspondence

Purchasing Policy for use with state and federal funds

- c. Payment documentation
- d. Deliverables
- e. Subcontractor approvals
- f. Status of reporting requirements
- g. Contract monitoring
 - i. SR/VPK provider contracts – *see separate sections of SR Plan for more information*
 - ii. Vendors/contractors
 - iii. Subrecipients
- 3. Formal monitoring process [CFOM No. 06 (2011-12), *Contract Monitoring and Documenting Contract Performance*]
 - a. Risk Assessment
 - b. Monitoring Plan
 - c. Monitoring Procedures and Criteria
 - d. Evidence to support conclusions reached during its monitoring process
 - e. Corrective Action Plan (if required)
 - f. Follow-up on Corrective Action (if required)
- 4. Other related contracts administration activities
 - a. Subrecipient contracts and sub-awards
 - i. Risk assessments – planning and monitoring phases
 - ii. Additional disclosures and special conditions
 - b. Contracts Closeout
 - c. Problems with Vendor/Contractor Performance
 - d. Contract Termination
 - e. Prior approval documentation requirements
 - f. Conflict of Interest disclosures (if applicable)
 - i. Coalition governing board members
 - ii. Coalition employees
 - iii. Relative(s) of either group as defined in statute
 - iv. Organizational conflicts

Contract Administrator and Manager Responsibilities – s. 215.971, F.S.

For each contract funded by federal or state financial assistance, the Coalition shall designate an employee to function as a contract manager. The contract manager shall be responsible for enforcing performance of the contract's terms and conditions and shall serve as a liaison to the contractor(s). Separate duties for contract administrator have also been identified as listed.

Purchasing Policy for use with state and federal funds

1. Administrator
 - a. Create and maintain a contract file
 - b. Maintain financial information on all contracts
 - c. Manage changes to contract(s)
 - d. Serve as liaison between the contract/contract manager and the entity and OEL
 - e. Provide clear, explicit and documented communication.
2. Manager
 - a. Manage the receipt of goods/services
 - b. Monitor and evaluate provider performance and end user satisfaction
 - c. Serve as liaison with the provider/contractor
 - d. Maintain a contract management file pursuant to CFO Memo No. 06 (2011-12)
 - e. Provide written certification that goods were received / services were obtained per terms and conditions before making payment.
 - f. Prepare cost reconciliation files.
 - g. Prepare a final reconciliation report

Contract Administration

The Coalition is required to have policies and procedures on contract administration (*2 CFR Part 200.318(b)*). Therefore, all contract managers will adhere to the following procedures.

1. Contract administration files shall be maintained:
 - a. For each contract greater than \$5,000 a separate file shall be maintained.
 - b. For contracts less than \$5,000, contract records may be combined in a single file by grant or other funding source.
2. Contract administration files shall contain:
 - a. The required documentation specified in the authorizations and purchasing limits table for the original scope of work and for all amendments.
 - b. Where the contract work is identified in the grant award or budget, the identification and scope of the work contained in the award or budget, and all approved changes.
3. Authorization of work:
 - a. No work shall be authorized until the contract for the work has been approved and fully executed.
 - b. No change in the work shall be authorized until an amendment to the contract for the work has been approved and fully executed, except as permitted for Special Purchasing Conditions.

Purchasing Policy for use with state and federal funds

- c. No amendment of a contract for work shall be executed until it has been approved and authorized as required in the Authorizations and Purchasing Limits table and, where required by the terms of the grant award or budget, approval by the funding source.
4. Conformance of work:
 - a. For each grant award, based on the applicable laws, regulations and grant provisions, the designated contract manager shall establish and maintain a system to reasonably assure contractor:
 - i. Conformance with the terms, conditions, and specifications of the contract, and
 - ii. Timely follow-up of all purchases to assure such conformance and adequate documentation.
5. The designated contract manager will authorize payment of invoices to contracts after final approval of work products.

Vendor Files and Required Documentation

The Finance Department shall maintain vendor documentation for each new vendor from whom the Coalition purchases goods or services. See Accounts Payable Policy and Procedure.

Procurement files – required retention instructions [2 CFR Parts 200.333 - .336]

See too Record Retention in this manual.

1. All records must be maintained for five (5) years after the impacted program year, if “closed.”
2. Records retention schedules apply regardless of the physical format of Coalition’s records.
3. Wherever practicable records should be collected, transmitted and/or stored in open and machine-readable formats.
4. Federal and state awarding agencies have the right to access any documents pertinent to federal/state awards.

The Coalition shall comply with the records retention requirements in Florida. The General Records Schedule GS1-SL for State and Local Government Agencies is located at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>

Procurement files – requirements for bid and competitive proposals [45 CFR Part 75.329]

Verify procurement files include all the following items.

- Public notice
- Copy of RFP
 - Technical Requirements
 - Statement of Work
 - Cost Requirements

Purchasing Policy for use with state and federal funds

- Evaluation Criteria
 - Proposals Submitted
 - Evaluation of Proposals
 - Board Approval of Contracts (as applicable)
 - Contract Negotiations (*if different than proposed price*)
- Award of contract to lowest bidder who met the technical requirements/specifications

Procurement files – requirements for small purchases [45 CFR Part 92.36(f); 45 CFR Part 75.439(b)(2); 45 CFR Part 75.302(b)(3)]

Verify files include all the following items.

- Prior approval for equipment purchases in excess of the lesser of (1) \$5,000 or (2) the entity's approved capitalization threshold
- Documentation of small purchase transactions by one or more of the following items.
 - a. Sales receipt
 - b. Current catalogs
 - c. Formal quote
- Files indicate the entity obtained price or rate quotations from an adequate number of qualified sources.
 - a. Review documentation of written or telephone quotes
 - b. Determine if documentation is adequate and the number of quotes obtained is sufficient in accordance with entity policies and procedures
- **Procurement files are kept paperless in the ACC folder. Only Finance Department has access for the credit card purchase orders due to the volume of back up.**

Provisions Included in All Contracts

Early Learning Coalition of Hillsborough County includes the following provisions, as applicable, in all contracts charged to federal awards (including small purchases) with vendors and subgrants to grantees:

- 1) **Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2) **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c):** All contracts and

Purchasing Policy for use with state and federal funds

subgrants in excess of \$2,000 for construction or repair awarded by Early Learning Coalition of Hillsborough County and its subrecipients shall contain a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Early Learning Coalition of Hillsborough County will report all suspected or reported violations to the Federal awarding agency.

- 3) **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7):** If included in the Federal agency's grant program legislation, all construction contracts of more than \$2,000 awarded by Early Learning Coalition of Hillsborough County and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. Early Learning Coalition of Hillsborough County will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. Early Learning Coalition of Hillsborough County shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. Early Learning Coalition of Hillsborough County shall report all suspected or reported violations to the Federal awarding agency.
- 4) **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** [Where applicable]
All contracts awarded by Early Learning Coalition of Hillsborough County in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Works Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor is required to compute wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or

Purchasing Policy for use with state and federal funds

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 5) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 6) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or subgrants of \$100,000 or more, Early Learning Coalition of Hillsborough County shall obtain from the contractor or subgrantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, Early Learning Coalition of Hillsborough County shall provide such certifications in all situations in which it acts as a subrecipient of a subgrant of \$100,000 or more.
- 7) **Debarment and Suspension (E.O.s 12549 and 12689):** For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (\$100,000 in 2005), Early Learning Coalition of Hillsborough County shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services Administration's *List of Parties Excluded from Federal Procurement or Nonprocurement Programs*.
- 8) **Remedies:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (\$100,000 in 2005) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
- 9) **Termination:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (\$100,000 in 2005) shall contain suitable provisions for termination by the Early Learning Coalition of Hillsborough County, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

Purchasing Policy for use with state and federal funds

Special Purchasing Conditions

[45 CFR Parts 75.329(f) and 75.332; s. 216.3475, F.S.]

Emergencies:

Where equipment, materials, parts, and/or services are needed, quotations will not be necessary if the health, welfare, safety, etc., of staff and protection of Organization property is involved.

Single Distributor/Source:

Sole source purchases will be made only when solicitation of multiple vendors is not feasible and three of the following conditions apply:

- No other manufacturer/vendor can market a like or comparable product
 - It is the only item (goods or services) that will produce the desired results (or fulfill the specific need)
 - The item (goods or services) is available from only one source of supply
 - The item or service is only available from one source within 100 miles of the agency,
 - The situation is a public emergency,
 - Competition is deemed inadequate (insufficient bidders), or
 - In the case of a grant, the awarding agency approves the purchase.
 - Cost analysis, (i.e., verifying the proposed scope of work or goods/services data and the evaluation of the specific elements of costs and negotiating profit (if applicable)) is required.
- Note: Grant rules state this is a mandatory task for sole source procurement. A cost/price analysis should be completed by staff prior to receiving any bid or fee information

Vendor Files and Required Documentation -

The Accountant shall create a vendor folder for each new vendor from whom Early Learning Coalition of Hillsborough County purchases goods or services.

The Accountant shall transmit a blank Form W-9 to new vendors and request that the vendor complete and sign the W-9 (or provide equivalent, substitute information) and return it in the postage-paid envelope provided. Completed, signed Forms W-9 or substitute documentation shall be filed in each vendor's folder. No payment shall be made to vendors who do not comply with this request.

Receipt and Acceptance of Goods

A designated individual shall inspect all goods received. Upon receipt of any item from a vendor, the following actions shall immediately be taken:

- Review bill of lading for correct delivery point

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- Verify the quantity of boxes/containers with the bill of lading
- Examine boxes/containers for exterior damage and note on the bill of lading any discrepancies (missing or damaged boxes/containers, etc.)
- Sign and date the bill of lading
- Remove the packing slip from each box/container
- Compare the description and quantity of goods per the purchase order to the packing slip
- Examine goods for physical damage
- Count or weigh items, if appropriate, and record the counts on the purchase order

This inspection must be performed in a timely manner to facilitate prompt return of goods and/or communication with vendors.

After an order has been placed and goods or services have been received, the authorization for payment is initiated entering receiving information into the automated purchase order system with a receipt data and the quantity of each item that was received. The automated purchase order system automatically sends the received Purchase Order to the Accountant I at the time that goods or services are received.

CONFLICTS OF INTEREST**Introduction**

In the course of business, situations may arise in which a Coalition decision maker has a conflict of interest, or in which the process of making the decision may create an appearance of a conflict of interest.

All directors and employees have an obligation to:

1. Avoid conflicts of interest, or the appearance of conflicts, between their personal interests and those of the Coalition in dealing with outside entities or individuals,
2. Disclose real and apparent conflicts of interest to the Board of Directors, and
3. Refrain from participation in any decisions on matters that involve a real conflict of interest or the appearance of a conflict.

What Constitutes a Conflict of Interest

Conflicts of interest arise when for any transaction the benefits of an interested party may be seen as competing with those of the Coalition. Such conflicts of interest –

Conflict of Interest – A Conflict of Interest exists if a Coalition employee, officer or board member, or a relative (as defined below) or business associate of the employee, officer, or board member, may derive a special private gain or loss, directly or indirectly, by reason of his or her participation in a matter with the Coalition.

Purchasing Policy for use with state and federal funds

1) Relative - means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. (Fla. Stat. 112.3143).

2) "Business associate" means any person or entity engaged in or carrying on a business enterprise with the Coalition employee, officer, or board member, or employee in a partnership, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property.

All employees and directors of Early Learning Coalition of Hillsborough County, Inc. owe a duty of loyalty to the Coalition. This duty necessitates that in serving the Coalition they act solely in the interests of the Coalition, not in their personal interests or in the interests of others.

The persons covered under this policy shall hereinafter be referred to as "interested persons." Interested persons include all members of the Board of Directors and all employees, as well as persons with the following relationships to directors or employees:

1. Spouses or domestic partners
2. Brothers and sisters
3. Parents, children, grandchildren, and great-grandchildren
4. Spouses of individuals listed in 2 and 3
5. Children of individuals listed in 2
6. Corporations, partnerships, limited liability companies (LLCs), and other forms of businesses in which an employee or director, either individually or in combination with individuals listed in 1, 2, 3, or 4, collectively possess a 35% or more ownership or beneficial interest (based on the IRS definition of disqualified persons in the Internal Revenue Code (IRC) section 4958.)
7. Other relationships such as close friendships may also cause a conflict of interest. These will be evaluated on a case-by-case situation.

Conflicts of interest arise when the interests of an interested party may be seen as competing with those of the Coalition. Conflicts of interest may be financial (where an interested party benefits financially directly or indirectly) or non-financial (e.g., seeking preferential treatment, using confidential information).

- Include actual conflicts (where a real act, event or transaction has occurred), potential conflicts (e.g., when an employee or his/her immediate family member(s) may receive benefits or profit directly or indirectly), and perceived conflicts (e.g., where the nature and circumstances of the event or transaction would lead a prudent person to believe a conflict exists or may exist).

Purchasing Policy for use with state and federal funds

Include organizational conflicts of interest that occur because of relationships with a parent, affiliate or subsidiary organization.

A conflict of interest arises when a director or employee involved in making a decision is in the position to benefit, directly or indirectly, from his or her dealings with the Coalition or person conducting business with the Coalition. (A potential conflict of interest exists when the director or employee, or his or her immediate family {spouse, parent, child, brother, sister and spouse of parent, child, brother, or sister} owes/receives more than 1% of the benefiting business/profits.)

Examples of conflicts of interest include, but are not limited to, situations in which a director or employee:

1. Negotiates or approves a contract, purchase, or lease on behalf of the Coalition and has a direct or indirect interest in, or receives personal benefit from, the entity or individual providing the goods or services.
2. Negotiates or approves a contract, sale, or lease on behalf of the Coalition and has a direct or indirect interest in, or receives personal benefit from, the entity or individual receiving the goods or services.
3. Employs or approves the employment of or supervises a person who is an immediate family member of the director or employee.
4. Sells products or services in competition with the Coalition.
5. Uses the Coalition's facilities, other assets, employees, or other resources for personal gain.
6. Receives a substantial gift from a vendor, if the director or employee is responsible for initiating or approving purchases from that vendor.

Honoraria Acceptance

An Early Learning Coalition of Hillsborough County employee shall not accept an honorarium for an activity conducted where agency-reimbursed travel, work time, or resources are used or where the activity can be construed as having a relationship to the employee's position with the Coalition; such activity would be considered official duty on behalf of the Coalition. A relationship exists between the activity and the employee's position with the Coalition if the employee would not participate in the activity in the same manner or capacity if they did not hold their position with the Coalition. The employee should make every attempt to avoid the appearance of impropriety.

An employee may receive an honorarium for activities performed during regular non-working hours or while on annual leave if the following conditions are met:

- All expenses are the total responsibility of the employee or the sponsor of the activity in which the employee is participating.
- The activity has no relationship to the employee's Coalition duties.

Nothing in this policy shall be interpreted as preventing the payment to the Coalition by an outside source for actual expenses incurred by an employee in an activity, or the payment of a fee to the

Purchasing Policy for use with state and federal funds

Coalition (in lieu of an honorarium to the individual) for the services of the employee. Any such payments made to the Coalition should be deposited to the Coalition account and an appropriate entry should be made coded to the same program or department to which the employee's corresponding time was charged.

Disclosure Requirements - Voting Conflicts – section 112.3143(1)(b), F.S.

A director or employee who believes that he or she may be perceived as having a conflict of interest in a discussion or decision must disclose that conflict to the group making the decision. Most concerns about conflicts of interest may be resolved and appropriately addressed through prompt and complete disclosure.

Therefore, Early Learning Coalition of Hillsborough County requires the following:

1. At the inception of employment or volunteer service to the Coalition, and on an annual basis thereafter, the accounting department shall distribute a list of all contractors and vendors with whom the Coalition has transacted business at any time during the preceding year, along with a copy of the disclosure statement to all members of the Board of Directors, the Chief Executive Officer, members of senior management, and employees with purchasing and/or hiring responsibilities or authority. Using the prescribed form, these individuals shall inform, in writing and with a signature, the Chief Executive Officer and the chair of the Finance Committee, of all potential reportable conflicts.
2. During the year, these individuals shall submit a signed, updated disclosure form if any new potential conflict arises.
3. The Chief Executive Officer shall review all forms completed by employees, and the Finance Committee shall review all forms completed by directors and the Chief Executive Officer and determine appropriate resolution in accordance with the next section of this policy.
4. Prior to management, board, or committee action on a contract or transaction involving a conflict of interest, a staff, director, or committee member having a conflict of interest and who attends the meeting shall disclose all facts material to the conflict of interest. Such disclosure shall be reflected in the minutes of the meeting.
5. A staff, director, or committee member who plans not to attend a meeting at which he or she has a reason to believe that the management, board, or committee will act on a matter in which the person has a conflict of interest shall disclose to the chair of the meeting all facts material to the conflict of interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
6. A person who has a conflict of interest shall not participate in or be permitted to hear management's, the board's, or the committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter.
7. A person who has a conflict of interest with respect to a contract or transaction that will be voted on at a meeting shall not be counted in determining a quorum for purposes of the vote. The person having a conflict of interest may not vote on the contract or transaction and shall

Purchasing Policy for use with state and federal funds

not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote and abstention from voting shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Board of Directors of the Coalition has a conflict of interest when he or she stands for election as an officer or for re-election as a member of the Board of Directors.

8. If required by Federal awarding agencies, the Coalition will notify those agencies in writing of any *potential* conflict of interest. (2 CFR Part 200.112, *Conflict of interest*)
9. The Coalition will provide additional training as needed and will document annual training processes completed by board members and staff.

When a conflict is identified, the approval for services will need to be approved by two thirds vote of the entire board. Anyone with a conflict must provide notice to the governing board in advance in writing and abstain from any vote in which they have a conflict of interest. Such member shall, prior to the vote being taken, publicly state to the board the nature of the member's interest in the matter from which he or she is abstaining from voting. Within 15 days after the vote occurs, disclose the nature of his or her interest by using Form 8B included below, as a public record in a memorandum filed with the individual responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. (Fla. Stat. 112.3143).

Any related party contracts that are approved by the board will disclosed in writing to the Office of Early Learning along with the minutes of the approval and Form 8B. If the contract is above \$25,000 it will need prior approval from the Office of Early Learning before the contract/transaction is executed. (Fla. Stat. 1002.84(20), 2 CFR Part 200.112).

Resolution of Conflicts of Interest

All real or apparent conflicts of interest shall be disclosed to the Finance Committee and the Chief Executive Officer of the Coalition. Conflicts shall be resolved as follows:

- The Finance Committee shall be responsible for making all decisions concerning resolutions of conflicts involving directors, the Chief Executive Officer, and other members of senior management.
- The chair of the committee shall be responsible for making all decisions concerning resolutions of conflicts involving Finance Committee members.
- The chair of the Board shall be responsible for making all decisions concerning resolutions of the conflict involving the chair of the Finance Committee.
- The Chief Executive Officer shall be responsible for making all decisions concerning resolutions of conflicts involving employees below the senior management level, subject to the approval of the Finance Committee.

An employee or director may appeal the decision that a conflict (or appearance of conflict) exists as follows:

Purchasing Policy for use with state and federal funds

- An appeal must be directed to the chair of the board.
- Appeals must be made within 30 days of the initial determination.
- Resolution of the appeal shall be made by vote of the full Board of Directors.
- Board members who are the subject of the appeal, or who have a conflict of interest with respect to the subject of the appeal, shall abstain from participating in, discussing, or voting on the resolution, unless their discussion is requested by the remaining members of the board.

Disciplinary Action for Violations of This Policy

Failure to comply with the standards contained in this policy will result in disciplinary action that may include termination, referral for criminal prosecution, and reimbursement to the Coalition or to the government, for any loss or damage resulting from the violation. As with all matters involving disciplinary action, principles of fairness will apply. Any employee charged with a violation of this policy will be afforded an opportunity to explain her or his actions before disciplinary action is taken.

Disciplinary action will be taken:

1. Against any employee who authorizes or participates directly in actions that are a violation of this policy.
2. Against any employee who has deliberately failed to report a violation or deliberately withheld relevant and material information concerning a violation of this policy.
3. Against any director, manager, or supervisor who attempts to retaliate, directly or indirectly, or encourages others to do so, against any employee who reports a violation of this policy.

For more details, staff and board members may also access the following guidance materials:

- For more details on the Entity's Conflict of Interest policy, please refer to the Employee Manual/Handbook.
- For more details on requirements for Related Party activities and Voting Conflicts, please refer to Procurement/Purchasing policies.
- See the Florida Commission on Ethics *Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees*.
- See the Florida Commission on Ethics *Overview of Laws relating to Gifts*.
- See the Florida Commission on Ethics *Overview of Laws relating to Honoraria*.