



EARLY LEARNING

COALITION OF HILLSBOROUGH COUNTY

REQUEST FOR PROPOSAL Inclusion Support Services

April 3, 2024 to April 21, 2024

Inquiries and proposals should be directed to:

**Gary Meyer
Chief Financial Officer**

**Early Learning Coalition of Hillsborough County
6302 E. Dr. Martin Luther King, Jr. Blvd.
Suite 100
Tampa, FL 33619
gmeyer@elchc.org**

I. **GENERAL INFORMATION**

- A. **Purpose.** This request for proposal (RFP) is for the Early Learning Coalition of Hillsborough County (“ELCHC” or “Coalition”) to identify and contract with a single or multiple organization(s) or independent contractors that can provide inclusion support services during the period July 1, 2024 to June 30, 2027.
- B. **Who May Respond.** Any U.S. based organization or independent contractor providing inclusion support services.
- C. **Instructions on Proposal Submission.**
 - 1. **Closing Submission Date.** Proposals must be submitted via email no later than 5:00 pm EST on April 21, 2024.
 - 2. **Inquiries and Responses.** Inquiries and responses concerning this RFP should be emailed to:
Gary Meyer
Chief Financial Officer
gmeyer@elchc.org
Subject line: RFP Inclusion Support Services
 - 3. **Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Early Learning Coalition of Hillsborough County (the “Coalition”),

It is the responsibility of the Offeror to ensure that the proposal is received via email by the Coalition by the date and time specified above. Late proposals will not be considered.

To ensure a fair review and selection process, personnel submitting proposals are specifically requested not to make other contacts with Coalition staff or members of the Board of Directors regarding this proposal during the proposal’s timeline. Failure to comply with this request will result in disqualification of the proposal.

- 4. **Right to Reject.** The Coalition reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in the RFP.

5. Minority-Owned Businesses. Efforts will be made by the Coalition to utilize woman, minority and/or service-disabled veteran owned businesses.

6. Notification of Award. It is expected that a decision selection will be made in June, 2024. Upon conclusion of final negotiations, all Offerors submitting proposals to this Request for Proposal will be informed about the selection decision. If both parties cannot agree on prices for a formal contract, the work will be rebid.

II. DESCRIPTION OF ENTITY. The Early Learning Coalition of Hillsborough County (ELCHC) was created in response to the School Readiness Act (s. 411.01, Florida Statutes (FS)) in 2000 and is dedicated to ensuring quality early care and education for children in Hillsborough County. The Coalition is a nonprofit corporation which has been determined to be exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

The project included in this RFP will be funded 100% from federal funds, with disclosure to comply with Public Law (P.L.) 103-333, s. 508.

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.

FAST FACTS:

- Current number of staff: 150
- 2022-2023 Operating Budget: \$234,482,081
- Current number of board of directors: 24
- Approximately 1,200 child care providers in Hillsborough County
- 2022-2023 School Readiness children served: 12,579
- 2022-2023 Voluntary Pre Kindergarten (VPK) children served: 11,579
- Website to learn more: www.elchc.org

III. SCOPE OF SERVICES NEEDED

The Early Learning Coalition Hillsborough County is seeking an organization or independent contractor who can provide inclusion support services. Inclusion support services are designed to support early child care providers in making accommodations to support children with social-emotional and developmental

challenges. The desired results are inclusive experiences for children with and without disabilities and their families that include a sense of belonging and membership, positive social relationships, and development and learning to reach their full potential.

Offeror will provide inclusion technical assistance services to child care providers operating in licensed child care centers, licensed exempt child care centers, and family child care homes to support the enhancement of child care quality in Hillsborough County.

Major Goals:

1. Provide a minimum of fifteen (15) classrooms (two cohorts, each lasting six (6) months) with inclusion training, technical assistance, reflective supervision, and coaching that support accommodations and adaptations for children.
2. Provide equipment, materials, and individual supports to children that require technical assistance regarding inclusion or behavior supports.
3. Conduct a minimum of six (6) technical assistance/coaching visits per participating classroom per cohort.
4. Involve the family in the implementation of the individual inclusion support plan through sharing the activities with the family and soliciting input. Each classroom will have a family resource binder.

ELCHC Responsibility:

Assist in the identification of the 15 classrooms noted above.

Responders to the RFP:

Responders to the RFP will ensure they articulate a plan with the identified resources to achieve the Major Goals noted above.

The winning Bidder will be a subrecipient of federal funds. As such, responders must be able to perform the reporting requirements of a subrecipient. Such requirements are outlined in the ELCHC contract in Exhibit A.

Budget: Not to exceed \$80,000 per year.

IV. CONTRACT ETHICS

1. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall

participate in any decisions, which affects his or her direct or indirect personal or financial interest.

2. It is a breach of ethical standards for any person to offer, give or agree to give any Coalition employee, Board of Director, or for any Coalition employee, or Board of Director to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

- V. PROPOSAL SUBMISSION.** Proposals received after the deadline will not be accepted. It is neither Coalition's responsibility nor practice acknowledging receipt of any proposal. It is the responder's responsibility to assure that a proposal is received in a timely manner.

The Coalition reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the proposal which furthers the best interests of the Early Learning Coalition of Hillsborough County.

Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.

- VI. PROPOSAL CONTENTS.** The Offeror, in its proposal, shall at a minimum include the following:

1. Organizational information

- a. Bidder name
- b. Address
- c. Email
- d. Phone, and preferred method of contact
- e. Indicate, if appropriate, if the firm is a small or Certified Minority Business Enterprise (CMBE include certificate with RFP)
- f. Name where you maintain office(s)

2. Detailed Scope of Work Items:

- a. Description of how you intend to deliver the services and accomplish the objectives outlined herein.
- b. Biography or resume of key personnel involved in service delivery.
- c. List of prior related work.

- d. Proposed fee for providing services, including details of how fee amount was derived (number of hours, hourly rate, cost of materials, etc.). Your fee should be inclusive of administrative and travel expenses and not require direct reimbursement of these expenses. You should provide an annual fee for each of the three years ending June 2025, 2026, and 2027.
- e. Agreement that you will enter into a standard ELCHC subrecipient contract (see Exhibit A).

RFP Timeline

RFP Issue Date:	April 3, 2024
Deadline to submit questions	April 10, 2024 to gmeyer@elchc.org . Please title subject "RFP Inclusion Support Services Question." Questions will be answered by April 13, 2024.
Proposal Due Date	April 21, 2024, 5:00 pm (EST)
Evaluation Period Begins	April 22, 2024
Award and Contract Execution	June, 2024

VI. **RFQ SCORING.** Proposals will be scored based on the following attributes and weights:

Attribute	Weight
Proven ability to provide quality inclusion support services to early child care providers	40%
Demonstrates best practice targeted intervention strategies in line with Coalition processes	20%
List of 5-7 current client reviews	20%
Providing high quality at an appropriate cost	15%
Certified Minority-Owned Business	5%

EXHIBIT A



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert name}

For

{insert Goods or Services}

THIS AGREEMENT is made and entered into as of {insert date}, (the "Effective Date") by and between the Hillsborough County School Readiness Coalition, Inc. DBA the Early Learning Coalition of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and {insert vendor name} with offices at {insert Vendor address} ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

A. Effective Term

The term of this Contract shall commence on {insert commencement date} or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude on {insert end date} ("Term").

B. Purpose

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

C. Scope of Work

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for {insert goods or services} in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on {insert proposal date} (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference. {insert Scope of Work details as needed}.

D. Due Date

The CONTRACTOR agrees to be available and shall finish services by {insert end date}.

E. Compensation & Payment

1. The total price for all the work set forth in the Agreement shall not exceed {insert price}.
2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice which has been approved by COALITION management. {insert payment schedule; Florida Statute does not allow for prepayment of goods or services} All goods and/or services are subject to final approval by a representative of COALITION prior to payment.
3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

F. Indemnification

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or

intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR be liable for or have any obligation to defend the COALITION against such claims, suits, judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

G. Insurance and Risk Mitigation

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

1. Commercial General Liability
 - a. Each Occurrence \$1,000,000
 - b. Personal Injury \$1,000,000
 - c. General Aggregate \$3,000,000
 - d. Products & Completed Operations \$3,000,000
 - e. Damage to Rented Premises \$1,000,000
2. Automobile Liability
 - a. Combined Single Limit \$1,000,000
3. Worker's Compensation & Employers' Liability (E.L.)
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease-Each Employee \$1,000,000
 - c. E.L. Disease-Policy Limit \$1,000,000
4. Professional Errors and Omissions \$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

H. Proprietary and Confidential Information

1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.

2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:
 - a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
 - b. Obtained from a third party not subject to a duty of confidentiality.
4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter "Work") developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR's responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

I. E-Verify

1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program.
2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

J. CONTRACTOR Information

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees.
2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION's duty to perform under the terms of this Agreement that the CONTRACTOR

will be in compliance with all applicable laws and regulations of the state and federal government.

K. Public Records Law Compliance, Access and Confidentiality

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Remedies

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

M. Representations and Warranties

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

N. Debarment and Suspensions Disclosures

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. Termination Clause

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by COALITION.
 - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
 - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.

- e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

P. Force Majeure

1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

Q. Equal Employment Opportunity

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.

R. No Assignment

Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

T. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-service>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:
 - a. Are not reasonably available in a reasonable period of time;
 - b. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or
2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal 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. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3).”

V. Clean Air Act and the Federal Water Pollution Control Act

1. Clean Air Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

2. Federal Water Pollution Control Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

W. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)

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

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

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

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) I, 3, 5, 6 and 7.

Y. Contract Work Hours and Safety Standards (40 U.S.C. 3701 et seq.)

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

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

Z. Agreement

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first set forth above.

CONTRACTOR
 {insert name}
 {Insert title}
 {Insert Vendor Name}

COALITION
 {insert name}
 {Insert title}
 Hillsborough County School Readiness
 Coalition, Inc. d/b/a Early Learning Coalition of
 Hillsborough County

Date

Date

**HILLSBOROUGH COUNTY SCHOOL READINESS ELC, INC.
D/B/A/ EARLY LEARNING ELC OF HILLSBOROUGH COUNTY
GRANT AGREEMENT**

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

6302 E. Dr. MLK Jr. Blvd.
Suite 100
Tampa, FL. 33619

SUBRECIPIENT

{insert name}

TITLE OF PROGRAM

{insert program name}

Contract Amount: {insert amount}

Contract Number: {insert number}

**HILLSBOROUGH COUNTY SCHOOL READINESS ELC, INC.
D/B/A/ EARLY LEARNING ELC OF HILLSBOROUGH COUNTY
GRANT AGREEMENT**

THIS agreement (the agreement) is between the Early Learning ELC of Hillsborough County (“ELC”) and the {insert name of subrecipient which must match the name associated with the subrecipient’s unique entity identifier in Section L. Execution} (“Subrecipient”).

WHEREAS, the ELC is a statutorily created entity designated with the responsibility of administration and implementation of a local comprehensive program of School Readiness (SR) Program services and the local administration of the School Readiness (SR) Program; and

WHEREAS, the ELC desires to enter into an agreement with the SUBRECIPIENT for the provision of SR and VPK services;

NOW THEREFORE, in consideration of the premises set forth herein, ELC and the SUBRECIPIENT agree as follows:

A. Subrecipient Determination

The ELC has reviewed the criteria pursuant to 2 CFR §200.330, *Subrecipient and Subrecipient determinations*, and determined the SUBRECIPIENT is a subrecipient for purposes of this agreement. The SUBRECIPIENT acknowledges it is subject to federal audit requirements as specified in 2 CFR §200 Subpart F, *Audit Requirements*, and Florida Single Audit Act, s. 215.97, Florida Statutes (F.S.), as appropriate and shall be subject to monitoring and audit conditions and requirements as set forth in Exhibit III.

B. Agreement documents

The agreement consists of the following documents:

1. Exhibit I - Special Conditions.
2. Exhibit II - Scope of Work.
3. Exhibit III - Audit Requirements.
4. Exhibit IV - Assurances and Certifications.

C. Compliance with applicable laws and regulations

1. The SUBRECIPIENT shall comply with the following Federal laws and regulations, including any revision to those laws and regulations made after the execution of this Grant Agreement (notification will be provided in writing to the SUBRECIPIENT), in the course of performing services under this Grant Agreement:
 - 1.1. 2 CFR § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 1.2. 2 CFR § 25 – Universal Identifier and System for Award Management
 - 1.3. 45 CFR Part 75, United States Department of Health and Human Services (HHS) Implementation of the Office of Management and Budget’s (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (2 CFR§200).
 - 1.4. 45 CFR Part(s) 260-265 – Temporary Assistance for Needy Families (TANF) regulations (related to 2.3).
 - 1.5. CCDBG Act of 2014 (Pub L 113-186);
 - 1.6. CCDBG Act of 1990, as amended 42 U.S.C. s. 9858 et.seq;
 - 1.7. 45 CFR Part 98 – Child Care and Development Fund (CCDF) – Final Rule.
 - 1.8. 45 CFR Part 99 – Procedures for Hearings for the CCDF.

**HILLSBOROUGH COUNTY SCHOOL READINESS ELC, INC.
D/B/A/ EARLY LEARNING ELC OF HILLSBOROUGH COUNTY
GRANT AGREEMENT**

- 1.9.** CCDF Discretionary Fund governing requirements – Title VI. Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 and subsequent amendments, codified at 42 U.S.C. 9858-9858, et seq.
- 1.10.** CCDF Mandatory and Matching Funds –Section 418 of Title IV-A of the Social Security Act as amended by PRWORA, codified at 42 U.S.C. 618.
- 1.11.** Other applicable requirements from the Code of Federal Regulations –
 - 1.11.1. 2 CFR part 182 – Drug-Free Workplace Act Common Rule.
 - 1.11.2. 2 CFR Part 376 – Nonprocurement Debarment and Suspension.
 - 1.11.3. 2 CFR Part 382 – Requirements for Drug-Free Workplace (Financial Assistance).
 - 1.11.4. 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964.
 - 1.11.5. 45 CFR Part 84 – Nondiscrimination based on Handicap in Programs or Activities Receiving Federal Financial Assistance.
 - 1.11.6. 45 CFR Part 86 – Nondiscrimination based on Sex in Education Programs and Activities Receiving Federal Financial Assistance.
 - 1.11.7. 45 CFR Part 91 – Nondiscrimination based on Age in HHS Programs or Activities Receiving Federal Financial Assistance.
 - 1.11.8. 45 CFR Part 93 – New Restrictions on Lobbying
- 1.12.** American Competitiveness and Corporate Accountability Act of 2002, aka the Sarbanes-Oxley Act (SOX) –
 - 1.12.1. Sections 802 and 1102, Prohibited from destroying documents while official proceedings are underway.
 - 1.12.2. Section 1107, Protection for whistleblowers (employees and other individuals).
- 2.** The SUBRECIPIENT shall comply with the following State laws and regulations, including any revision to those laws and regulations made after the execution of this Grant Agreement (notification will be provided in writing to the SUBRECIPIENT), in the course of performing services under this Grant Agreement:
 - 2.1.** Chapter 1002, part V, F.S. –Voluntary Prekindergarten Education Program (VPK).
 - 2.2.** Chapter 1002, part VI, F.S. – School Readiness Program (SR).
 - 2.3.** Provisions related to SR of the current HHS-approved TANF State Plan including all approved amendments or revisions, as administered by the Department of Children and Families (DCF).
 - 2.4.** Provisions of the current HHS – approved CCDF State Plan including all approved amendments or revisions, as administered by OEL.
 - 2.5.** Rule 6A-1.09433, Florida Administrative Code (F.A.C.) – Voluntary Prekindergarten Pre- and Post-Assessments.
 - 2.6.** Rule 6A-6.03033, F.A.C. – Specialized Instructional Services (SIS) for Voluntary Prekindergarten Children (VPK) with Disabilities.
 - 2.7.** Chapter 6M-4, F.A.C. – School Readiness Program Rules.
 - 2.8.** Chapter 6M-8, F.A.C. – Voluntary Prekindergarten Education Program Rules.
 - 2.9.** Chapter 6M-9, F.A.C. – Early Learning ELC Rules.
 - 2.10.** Chapter 69I-5, F.A.C. – Schedule of Expenditures of State Financial Assistance.
 - 2.11.** Rule 61H1-20.0093, F.A.C., Chapter 10.650 – Florida Single Audit Act Audits Non-profit and For-profit Organizations.

**HILLSBOROUGH COUNTY SCHOOL READINESS ELC, INC.
D/B/A/ EARLY LEARNING ELC OF HILLSBOROUGH COUNTY
GRANT AGREEMENT**

- 2.12.** Chapter 112, F.S., Public Officers and Employees.
 - 2.12.1. Section 112.061, F.S. – Per Diem and travel expenses of public officers, employees and authorized persons.
 - 2.12.2. Section 112.313, F.S. – Standards of conduct for public officers, employees or agencies and local government attorneys.
 - 2.12.3. Section 112.3135, F.S. – Restriction on employment of relatives.
 - 2.12.4. Section 112.3143(1)(b), F.S. – Voting conflicts.
- 2.13.** Procurements:
 - 2.13.1. Section 215.971, F.S. – Agreements funded with federal or state assistance.
 - 2.13.2. Section 287.057, F.S. – Procurement of commodities or contractual services.
 - 2.13.3. Section 287.058, F.S. – Contract document.
- 2.14.** Chapter 119, F.S., Public Records.
 - 2.14.1. Section 119.01, F.S. – General state policy on public records.
 - 2.14.2. Section 119.07, F.S. – Public Records.
 - 2.14.3. Section 119.0701, F.S. – Contracts; Public Records.
- 2.15.** Chapter 286, F.S., Public Business; Miscellaneous Provisions.
 - 2.15.1. Section 286.011, F.S. – Public meetings and records; public inspection; criminal and civil penalties.
 - 2.15.2. Section 286.0105 – Notices of meetings and hearings must advise that a record is required to appeal.
 - 2.15.3. Section 286.0114 – Public meetings; reasonable opportunity to be heard; attorney fees.
- 2.16.** Other state laws and regulations:
 - 2.16.1. Section 11.062, F.S. – Use of state funds for lobbying prohibited; penalty.
 - 2.16.2. Section 17.04, F.S. – To audit and adjust accounts of officers and those indebted to the state.
 - 2.16.3. Section 20.052, F.S. – Advisory bodies, commissions, boards.
 - 2.16.4. Section 39.201, F.S. – Proceedings related to children.
 - 2.16.5. Section 39.604, F.S. – Rilya Wilson Act attendance and reporting responsibilities.
 - 2.16.6. Section 215.42, F.S. – Purchases from appropriations, proof of delivery.
 - 2.16.7. Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; and dispute resolution.
 - 2.16.8. Section 215.97, F.S. – Florida Single Audit Act.
 - 2.16.9. Section 216.181, F.S. – Approved budgets for operations and fixed capital outlay.
 - 2.16.10. Section 216.301, F.S. – Appropriations; undisbursed balances.
 - 2.16.11. Section 216.345, F.S. – Professional or other organization membership dues; payment.
 - 2.16.12. Section 216.347, F.S. – Disbursement of grants and aids appropriations for lobbying prohibited.
 - 2.16.13. Section 252.365, F.S. – Emergency coordination officers; disaster-preparedness plans.
 - 2.16.14. Chapter 273, F.S. – State Owned Tangible Personal Property.
 - 2.16.15. Section 286.25, F.S. – Publication or statement of state sponsorship.
 - 2.16.16. Section 287.017, F.S. – Purchasing categories, threshold amounts.
 - 2.16.17. Section 287.0943, F.S. – Certification of minority business enterprises.

**HILLSBOROUGH COUNTY SCHOOL READINESS ELC, INC.
D/B/A/ EARLY LEARNING ELC OF HILLSBOROUGH COUNTY
GRANT AGREEMENT**

- 2.16.18. Section 287.133, F.S. – Public entity crime; denial or revocation of the right to transact business with public entities.
- 2.16.19. Section 287.134, F.S. – Discrimination; denial or revocation of the right to transact business with public entities.
- 2.16.20. Section 287.135, F.S. – Prohibition against contracting with scrutinized companies.
- 2.16.21. Section 402.281, F.S. – Gold Seal Quality Care program.
- 2.16.22. Section(s) 402.301- 402.319, F.S. – Child Care facilities provisions.
- 2.16.23. Section 411, Part II F.S. – Prevention and Early Assistance
- 2.16.24. Section 414.39, F.S. – Fraud.
- 2.16.25. Section 414.411, F.S. – Public Assistance Fraud.
- 2.16.26. Section 415.1034, F.S. – Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.
- 2.16.27. Chapter 427, F.S. – Special Transportation and Communication Services.
- 2.16.28. Section 435.03, F.S. – Level 1 screening standards.
- 2.16.29. Section 435.04, F.S. – Level 2 screening standards.
- 2.16.30. Section 445.032, F.S. –Transitional childcare.
- 2.16.31. Section 943.0542, F.S. – Access to criminal history information provided by the department to qualified entities.
- 2.16.32. Florida Department of Education (FDOE) Travel Policy Manual
- 2.16.33. [Florida Reference Guide to State Expenditures](#).

D. Effective date

The agreement shall be effective on {insert date}, or the date on which the last party has signed the agreement, whichever is later.

E. Ending date

The agreement shall end on {insert date}, unless the agreement is terminated earlier, extended or renewed as provided herein. All award notifications reflect the beginning and ending dates of the award period. All conditions stated in the grant award, exhibits and attachments are considered binding on the SUBRECIPIENT.

F. Funding

Chapter 2018-10, Laws of Florida, Specific Appropriations 83, 84, and 87 provides funds from the Child Care and Development Block Grant Trust Fund, General Revenue, Welfare Transition Trust Fund, and Federal Grants Trust Fund for the programs described in this agreement.

G. No state obligation before starting date or after ending date

The ELC shall not be obligated to pay for costs incurred related to the agreement prior to its effective date or after its ending date.

H. Extension

Subject to agreement by the parties, extension of the agreement for services shall be in writing for a period not to exceed six months and shall be subject to the same terms and conditions set forth in the initial agreement. There shall be only one extension of the agreement unless the failure to meet the criteria set forth in the agreement for completion of the agreement is due to events beyond the control of the SUBRECIPIENT.

**HILLSBOROUGH COUNTY SCHOOL READINESS ELC, INC.
D/B/A/ EARLY LEARNING ELC OF HILLSBOROUGH COUNTY
GRANT AGREEMENT**

I. Renewal

Upon mutual agreement, ELC and the SUBRECIPIENT may renew the agreement, in whole or in part, for a period that may not exceed three years or the term of the agreement, whichever period is longer. The renewal must be in writing and signed by both parties, and it is subject to availability of funds.

J. Grant Manager for the ELC and SUBRECIPIENT

SUBRECIPIENT's Grant Manager	
Name:	
Title:	
Address:	
Zip Code:	
Office Phone:	
E-mail Address:	

ELC's Grant Manager	
Name:	
Title:	
Address:	
Zip Code:	
Office Phone:	
E-mail Address:	

K. Change in grant managers

In the event that any party designates different grant managers after the execution of the agreement, notice of the foregoing information for the new grant manager will be transmitted by email or sent in writing to all of the parties and said notification will be attached to copies of the agreement.

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**HILLSBOROUGH COUNTY SCHOOL READINESS ELC, INC.
D/B/A/ EARLY LEARNING ELC OF HILLSBOROUGH COUNTY
GRANT AGREEMENT**

L. Execution

In consideration of the mutual covenants set forth above and in the exhibits hereto, the Parties have caused to be executed this agreement by their undersigned officials duly authorized. Each person signing this agreement warrants that he or she is duly authorized to do so and to bind the respective party, which has the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost, if applicable), to ensure proper planning, management and completion of the activities described herein.

{insert Subrecipient name}

Authorized
signature:

Printed Name:

Title:

Date:

FEIN:

UEI:

Hillsborough County School Readiness ELC, Inc. DBA Early Learning ELC

Authorized
Signature:

Printed Name: Dr. Fred Hicks

Title: CEO

Date:

FEIN:

UEI:

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**HILLSBOROUGH COUNTY SCHOOL READINESS ELC, INC.
D/B/A/ EARLY LEARNING ELC OF HILLSBOROUGH COUNTY
GRANT AGREEMENT
EXHIBIT I: SPECIAL CONDITIONS**

A. Accessible Electronic Information Technology

The SUBRECIPIENT hereby agrees that by entering into this agreement, SUBRECIPIENT will, whenever practicable, collect, transmit and store agreement, program and project-related information in open and machine-readable formats rather than in closed formats or on paper as provided in 2 CFR §200.335, *Methods for collection, transmission and storage of information*.

B. Allowable costs

In accounting for and expending grant funds, a recipient and/or subrecipient may only charge expenditures to the grant award if they are:

- (a) in payment of obligations incurred during the approved grant period,
- (b) in conformance with the approved program services,
- (c) in compliance with all applicable statutes and regulatory provisions,
- (d) costs that are allocable to a particular cost objective,
- (e) spent only for reasonable and necessary costs of the program, and
- (f) not used for general expenses required to carry out other responsibilities of the SUBRECIPIENT.

C. Assignments

ELC shall at all times retain the ability to assign or transfer its rights, duties or obligations under the agreement to another state of Florida governmental agency; in the event that this occurs, ELC shall give prior written notice to the SUBRECIPIENT. The SUBRECIPIENT agrees not to assign the responsibility for the agreement to another party without ELC's express written approval. The SUBRECIPIENT agrees to notify ELC prior to changing its early learning programs service delivery provider, if applicable. In the event ELC or a state of Florida agency approves the SUBRECIPIENT's transfer of obligations, the SUBRECIPIENT retains responsibility for all agreement-related work and expenses. In addition, the agreement shall bind the SUBRECIPIENT's successors, assigns and legal representatives to any legal entity that succeeds ELC's obligations. The SUBRECIPIENT's agreements and contracts with subrecipients must contain this agreement's special conditions and audit requirements. The SUBRECIPIENT's agreements with subrecipients shall only include applicable scope of work provisions of this agreement.

D. Awards and volunteer recognition

If the SUBRECIPIENT's board authorizes, the SUBRECIPIENT may incur expenditures to award suitable framed certificates, pins and other tokens of recognition to:

1. Retiring employees whose service with the SUBRECIPIENT has been satisfactory, in appreciation and recognition of such service, as s. 110.1245(3), F.S., describes. Such awards may not cost more than \$100, plus applicable tax, each.
2. SUBRECIPIENT employees who demonstrate satisfactory service to the SUBRECIPIENT, in appreciation and recognition of such service, per s. 110.1245(4), F.S. Such awards may not cost more than \$100, plus applicable tax, each.
3. Any appointed member of the SUBRECIPIENT's board whose service to the SUBRECIPIENT has been satisfactory, in appreciation and recognition of such service upon the expiration of such board member's final term, per s. 110.1245(5), F.S. Such awards may not cost more than \$100, plus applicable tax, each.

EXHIBIT I
SPECIAL CONDITIONS

4. Volunteers who have offered continuous and outstanding service to state-administered programs. The SUBRECIPIENT may honor, reward or encourage such volunteers for their service, per s. 110.503, F.S. Such awards may not cost more than \$100, plus applicable tax, each.

E. Background screening

“Qualified entity,” as defined in s. 943.0542, F.S., means a business or organization, whether public, private, operated for profit, operated not-for-profit or voluntary, that provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services.

An SUBRECIPIENT is a qualified entity and therefore shall register with the Florida Department of Law Enforcement (FDLE). The entity shall have all employees assigned to work on this agreement screened in a manner consistent with s. 943.0542, F.S.

1. The SUBRECIPIENT shall have written policies that include the requirements detailed in this section (E.).
2. The SUBRECIPIENT shall require any subrecipient, Subrecipient, or subSubrecipient it retains that also meets the definition of qualified entity to likewise register and have all of the employees it assigns to work under the terms of this agreement screened in a manner consistent with s. 943.0542, F.S. The SUBRECIPIENT shall ensure that background screening of subSubrecipients is complete prior to providing services under the contract.
3. The SUBRECIPIENT shall obtain the following documentation for new employees prior to their first day of employment. For monitoring and audit purposes, the SUBRECIPIENT shall maintain on file verification for all SUBRECIPIENT personnel and any subrecipient or Subrecipient’s personnel, if applicable and unless excluded as described below, assigned to work on this agreement:
 - 3.1 Documentation the individual complies with the background screening standards set forth in s. 435.04, F.S.
 - 3.2 The highest level of education claimed, if the position requires.
 - 3.3 All applicable professional licenses claimed, if the position requires.
 - 3.4 Applicable employment history, if the position requires.
 - 3.5 To be in compliance, employee background screenings must be from no earlier than five years before this agreement’s effective date.
 - 3.6 The SUBRECIPIENT shall update the background screening every five years on or before the anniversary date of the prior background screening check and thereafter if the individual continues performing under this agreement.
 - 3.7 The SUBRECIPIENT shall repeat the background screening if there is a 90-day lapse in employment from working on this agreement. The SUBRECIPIENT shall rescreen the person before assigning the person to this agreement.
 - 3.8 The SUBRECIPIENT shall arrange for and pay all the costs for employee background screenings.
 - 3.9 The SUBRECIPIENT shall require each employee it assigns to this agreement to notify the ELC within 10 calendar days of being arrested for any criminal offense.
 - 3.10 The SUBRECIPIENT shall review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on this agreement.
 - 3.11 The SUBRECIPIENT shall not allow the employee to return to work on this agreement until cleared of all charges.

EXHIBIT I
SPECIAL CONDITIONS

- 3.12 SUBRECIPIENT board members and volunteers who interact with children on an intermittent basis for less than 10 hours per month are not required to be background screened if as a person who meets the background screening requirements of the agreement has the board member or volunteer in his or her line of sight during any interaction with children. Background screening costs for board members and volunteers are allowable SUBRECIPIENT expenditures.
- 3.13 The SUBRECIPIENT shall require its subrecipient or Subrecipient to:
 - 3.13.1 Notify the SUBRECIPIENT within 10 calendar days of an employee being arrested or removed from working on the contract for any criminal offense.
 - 3.13.2 Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on the contract.
 - 3.13.3 Not permit the employee to return to work on the contract until cleared of all charges.
- 4 Any subrecipient, Subrecipient or subSubrecipient who does not meet the definition of “Qualified Entity” but who has staff that will perform duties under contract with the SUBRECIPIENT and are permitted access to a child care location while children are present, or will have access to confidential information about the children in care or their family shall comply with all of the above.
- 5 Any Subrecipient or subSubrecipient who does not meet the definition of “Qualified Entity” and who has staff that will perform duties under this agreement but will have absolutely no interaction with nor be present around a child in care nor will they have access to any confidential information about either a child in care or that child’s family is not required to submit its employees to a background screening.
- 6 Written policies may exclude reference to subrecipient, Subrecipient or subSubrecipient if not applicable. However, if an SUBRECIPIENT contracts with a subrecipient, Subrecipient or subSubrecipient during the term of this agreement then the policies should be updated to include reference.

F. Breach of Security/Confidentiality

For purposes of this agreement, “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with SUBRECIPIENT operations; however, good faith attempts at access shall not be considered a security incident.

For purposes of this agreement, “Breach of Security” means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the SUBRECIPIENT does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the agreement or subject to further unauthorized use.

1. The SUBRECIPIENT agrees to comply with s. 501.171, F.S. related to the security of confidential personal information and understands that the ELC for this purpose will be considered a third-party agent as referenced in this statutory section.

EXHIBIT I
SPECIAL CONDITIONS

2. The SUBRECIPIENT shall immediately notify the ELC of any Security Incident or Breach of Security of which it becomes aware by its employees, subSubrecipients, agents or representatives. Notwithstanding requirements of s. 501.171(3), F.S., within 24 hours of the incident the SUBRECIPIENT shall provide written notification to the ELC that identifies: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the SUBRECIPIENT has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the SUBRECIPIENT has taken or shall take to prevent future similar unauthorized use or disclosure. The SUBRECIPIENT shall provide any additional information, including a full written report, as reasonably requested by the ELC.
3. If the ELC, at its sole discretion, determines that the SUBRECIPIENT has failed to comply with any confidentiality provision of this agreement, or determines that prompt and satisfactory corrective action has not occurred, the ELC has the unilateral right to suspend the agreement until it is satisfied that corrective action has been taken, or terminate the agreement. If this agreement is terminated, the SUBRECIPIENT must immediately surrender to the ELC all confidential information and copies thereof obtained under the agreement and any other information relevant to the agreement.
4. The SUBRECIPIENT understands and agrees that all reasonable fees and costs necessary for the ELC to remedy any breach of confidentiality due to the conduct of the SUBRECIPIENT, including its employees, subSubrecipients, agents, affiliates, or any individual within the control of the SUBRECIPIENT, shall be the responsibility of the SUBRECIPIENT. The SUBRECIPIENT shall cooperate in the defense and settlement of such claims. The obligations of this section shall survive the expiration or termination of this agreement.
5. The SUBRECIPIENT understands and agrees to the confidentiality and security provisions of this agreement regarding the requirements to safeguard the confidentiality of the information which is the subject of the agreement, and which is considered a material condition of the agreement. In the event that requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the SUBRECIPIENT will be subject to penalties as follows:
 - 5.1 Criminal Penalties: The SUBRECIPIENT including its employees, agents, Subrecipients, subSubrecipients, affiliates or any other individual that breaches the confidentiality requirements of this agreement are subject to any state or federal criminal sanctions provided by law, including, but not limited to penalties as provided for in s. 119.10, F.S., the Florida Computer Crimes Act (s. 815.04, F.S.) or any other applicable state or federal laws or regulations.
 - 5.2 Civil Remedies: In addition to criminal sanctions, the SUBRECIPIENT including its employees, agents, Subrecipients, subSubrecipients, affiliates or any other individual who breaches the confidentiality requirements of this agreement or applicable laws are subject to any and all civil remedies available to the ELC, Office of Early Learning and the state of Florida.

G. Contingency statement

An annual legislative appropriation determines the state of Florida's payment obligation under the agreement.

EXHIBIT I
SPECIAL CONDITIONS

H. Cooperation in investigations

The SUBRECIPIENT shall fully cooperate with ELC and any other state or federal authorities on any fraud or other types of investigations. This includes, but is not limited to, producing any requested documents and providing witnesses to testify when requested.

I. E-Verify

1. The SUBRECIPIENT shall use the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility for new hires. Failure to do so shall be cause for ELC to unilaterally cancel this agreement. Also, the SUBRECIPIENT agrees to include in related subcontracts a requirement that subSubrecipients performing work or providing services pursuant to the contract utilize the E-Verify system to verify employment of all new employees hired by the subSubrecipient during the contract term.
2. The SUBRECIPIENT agrees to provide the ELC, within thirty days of the effective date of this agreement, documentation of enrollment in the E-Verify program in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.)
3. The SUBRECIPIENT further agrees that it will require each subSubrecipient that performs work under this agreement to enroll and participate in the E-Verify program within ninety days of the effective date of the agreement or within ninety days of the effective date of the contract between the SUBRECIPIENT and the subSubrecipient, whichever is later. The SUBRECIPIENT shall obtain from the subSubrecipient(s) a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program and make such record(s) available to the Office upon request.
4. The SUBRECIPIENT further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subSubrecipients as provided above, and to make such records available to the Office.

J. Fiscal and administrative control

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

1. The SUBRECIPIENT may contract with a vendor for general accounting and human resource functions; however, such contracts shall specify that the SUBRECIPIENT shall have immediate accessibility to all records and documents. The vendor must, by law, maintain required confidential data.
2. The SUBRECIPIENT shall notify ELC within 48 hours that the SUBRECIPIENT formally initiated a contract for services' alteration or termination, approached another SUBRECIPIENT to discuss a possible merger or directly offered early learning services that another entity previously provided on the SUBRECIPIENT's behalf. The SUBRECIPIENT shall also notify ELC within 48 hours if the SUBRECIPIENT's board approves any motion to alter or terminate a contract for services, approach another SUBRECIPIENT to discuss a possible merger or directly offer services that another entity previously provided on the SUBRECIPIENT's behalf. A contract for services is a contract for system support or direct enhancement services. Once the SUBRECIPIENT's

EXHIBIT I
SPECIAL CONDITIONS

board approves, the SUBRECIPIENT shall, a minimum of 90 days prior to the service transition, submit a an amendment to ELC for review and approval, if appropriate. The amendment shall outline the transition for services. The change may alter the status of relevant portions of the contract from “approved” to “approved with conditions” while the SUBRECIPIENT implements its board-approved changes.

3. In emergency situations when the SUBRECIPIENT is unable to meet this section’s notice requirements, the SUBRECIPIENT shall immediately notify the ELC Contract Manager and CEO of any action altering or terminating a contract for services or requiring the SUBRECIPIENT to directly offer services another entity previously provided on the SUBRECIPIENT’s behalf. For purposes of this section, “emergency situations” are those circumstances that qualify for emergency action under s. 287.057, F.S., and the SUBRECIPIENT shall follow the statutory requirements for emergency procurement. The SUBRECIPIENT executive director or board chair must prepare a written statement certifying the emergency as valid. The SUBRECIPIENT must prepare the written statement of an emergency within 30 days of the Subrecipient or SUBRECIPIENT beginning to render the service and must state the particular facts and circumstances that precluded the execution of the written agreement before the rendering of the service.

K. Florida Abuse Hotline reporting

In compliance with s. 39.201, F.S., any employee of the SUBRECIPIENT or its subSubrecipients shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE) if the employee knows or has reasonable cause to suspect any of the following circumstances:

1. That a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child’s welfare or that a child is in need of supervision and care has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or,
2. That a child is abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child’s welfare; or
3. That a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

L. Force majeure and notice of delay from force majeure

Neither ELC nor SUBRECIPIENT shall be liable to the other for any delay or failure to perform under the agreement if such delay or failure is neither the fault nor the negligence of the ELC or SUBRECIPIENT or their employees or agents. This holds true if the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods or other similar cause wholly beyond the party’s control, or for any of the foregoing that affects subSubrecipients or suppliers if there is no available alternate supply source.

However, in the event of delay from the foregoing causes, the ELC or SUBRECIPIENT shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the ELCL or SUBRECIPIENT’s performance obligation under the agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost to either ELC or SUBRECIPIENT under the agreement. In the case of any delay the SUBRECIPIENT believes is excusable under this paragraph, the SUBRECIPIENT shall notify ELC and describe the cause of the delay or potential delay in writing within 10 calendar days after the cause that creates or will create the delay.

EXHIBIT I
SPECIAL CONDITIONS

The foregoing shall be the SUBRECIPIENT's sole remedy or excuse regarding the delay. The SUBRECIPIENT must provide notice in strict compliance with this section to receive the remedy. ELC, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the SUBRECIPIENT of ELC's decision in writing. The SUBRECIPIENT shall not assert a claim for damages, other than for an extension of time, against ELC. The SUBRECIPIENT is not entitled to an increase in the agreement price or payment of any kind from ELC for direct, indirect, consequential, impact or other costs, expenses or damages. These include, but are not limited to, costs of acceleration or inefficiency due to delay, disruption, interference or hindrance from any cause whatsoever. If any of the causes this section describes suspended or delayed performance, in whole or in part, after the causes have ceased to exist, the SUBRECIPIENT shall perform at no increased cost, unless ELC determines, in its sole discretion, that the delay will significantly impair the agreement's value to ELC or the state. In which case, ELC may do any or all of the following actions:

1. Accept the SUBRECIPIENT's allocated performance or deliveries, provided that the SUBRECIPIENT grants ELC preferential treatment for products or services subjected to allocation.
2. Purchase from other sources (without recourse to and by the SUBRECIPIENT for the related costs and expenses) to replace all or part of the products or services the delay affects. The ELC may deduct the purchases from the agreement funds.
3. Terminate the agreement in whole or in part.

M. Governing law

State of Florida laws applicable to agreements and contracts implemented and wholly performed within the state shall construe and govern the agreement for all purposes. The judiciary system of the state of Florida shall determine all disputes, claims or any other matters. The venue of any and all actions pertaining to this agreement shall be in Hillsborough County, Florida.

N. Indemnification

The SUBRECIPIENT shall be liable for and indemnify, defend and hold ELC and all of its officers, directors, agents and employees harmless from all claims, suits, judgments or damages that arise from the SUBRECIPIENT or any of its agents, subSubrecipients or employees' acts, actions, neglect or omissions during the early learning programs' performance or operations under the agreement or any subsequent modifications thereof. This includes attorney fees and costs. This indemnification holds whether liability is direct or indirect, and whether damage is to any person or tangible or intangible property.

O. Independent ELC status

In the SUBRECIPIENT's performance of its duties and responsibilities under the agreement, it is mutually understood and agreed that the SUBRECIPIENT is at all times acting and performing as an independent Subrecipient and not as a division or subpart of ELC. Nothing in the agreement is intended to or shall be deemed to constitute a partnership or joint venture between the parties.

P. Insurance and risk mitigation

The SUBRECIPIENT shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the agreement and any renewal(s) or extension(s) of it. By execution of the agreement, the SUBRECIPIENT accepts

EXHIBIT I
SPECIAL CONDITIONS

full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the SUBRECIPIENT and the clients to be served under the agreement.

1. Commercial General Liability	
1.1. Each Occurrence	\$1,000,000
1.2 Personal Injury	\$1,000,000
1.3 General Aggregate	\$3,000,000
1.4. Products & Completed Operations	\$3,000,000
1.5 Damage to Rented Premises	\$1,000,000
2. Automobile Liability	
2.1 Combined Single Limit	\$1,000,000
3. Worker's Compensation & Employers' Liability	
3.1 E.L. Each Accident	\$1,000,000
3.2 E.L. Disease-EA Employee	\$1,000,000
3.4 E.L. Disease-Policy Limit	\$1,000,000
4. Professional E & O	\$1,000,000

2. The SUBRECIPIENT shall maintain errors and omissions insurance on its board members.
3. The SUBRECIPIENT shall maintain fidelity bonding of its fiscal personnel.
4. The SUBRECIPIENT shall maintain a disaster recovery plan within its continuity of operations plan (COOP) for unforeseen circumstances whether they are natural or man-made disasters. (Reference Exhibit II Scope of Work D.4.).
5. The SUBRECIPIENT will have and continuously maintain all other types of insurance as required by law.
6. In the event that any of the coverage described above is canceled by the insurer for any reason, the SUBRECIPIENT shall immediately notify the ELC of such cancellation and shall obtain replacement coverage acceptable to the ELC and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.
7. All insurance policies shall be with insurers qualified and doing business in Florida. The ELC shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.
8. In accordance with 2 CFR §200.310, *Insurance Coverage*, the SUBRECIPIENT shall provide equivalent insurance coverage for real property and equipment acquired or improved with grant funds as it does for real property and equipment acquired or improved with non-grant funds.

Q. Intellectual property rights

1. All data ELC creates or the SUBRECIPIENT receives from ELC whether electronic or hardcopy, during the duration of this agreement is ELC's property. The SUBRECIPIENT shall surrender it to ELC at no cost to ELC upon expiration, termination or cancellation of this agreement (see 45 CFR §75.322, *Intangible property and copyrights*). The following terms and conditions apply to all grants recipients, unless explicitly waived.
 - 1.1. With respect to all products created by the SUBRECIPIENT pursuant to this agreement, said materials will be the property of ELC.

EXHIBIT I
SPECIAL CONDITIONS

- 1.2. To the extent that any product constitutes a “work” within the meaning of U.S. copyright laws, 17 United States Code Service (U.S.C.) 101, et seq., it shall be a “work for hire.” In the event that a court of competent jurisdiction determines that a product or material is not a work for hire as a matter of law, the SUBRECIPIENT shall assign and convey to ELC all rights, title and interest in the product or material and require its employees and subSubrecipients to do the same.
- 1.3. The SUBRECIPIENT agrees that its employees will not assert any ownership of the product produced pursuant to this agreement. The SUBRECIPIENT shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subSubrecipients in order to secure ELC’s rights.
- 1.4. Any claim by the SUBRECIPIENT of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
- 1.5. The SUBRECIPIENT agrees that if it hires any third party to perform any work pursuant to this agreement, the work shall be on a “work for hire” basis and shall not in any way infringe upon ELC’s ownership of the product.
- 1.6. The SUBRECIPIENT agrees not to convey any rights in the product to a third party.
- 1.7. If the SUBRECIPIENT hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the SUBRECIPIENT and ELC the non-exclusive license to use the product.
2. A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this agreement may be developed between ELC and the SUBRECIPIENT in order to further the use of the products in the educational community.
3. Pursuant to 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, the SUBRECIPIENT agrees that to the extent applicable under this agreement to comply with the following:

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

EXHIBIT I
SPECIAL CONDITIONS

5. Pursuant to s. 286.021, F.S., and subject to claims of the HHS, any and all copyrights accruing under or in connection with the SUBRECIPIENT's execution of its duties under the agreement, funded by early learning program funds, are hereby reserved to the state of Florida.
6. Pursuant to 45 CFR §75.322, the HHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through the agreement and any rights of copyright which the SUBRECIPIENT or its sub grantees or Subrecipients purchase with such federal funds.
7. Pursuant to federal and state laws, the SUBRECIPIENT will not violate the copyrights of any third party during the performance of the scope of work for this grant award. The SUBRECIPIENT further warrants that as to each deliverable produced pursuant to this award, SUBRECIPIENT's production of the deliverable(s), and the Office's use of the deliverable(s), will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102 – 105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the SUBRECIPIENT additionally warrants the following:
 - 7.1. As to each work of software or other "information technology," as defined in s. 287.012(15), F.S., in which copyrights subsist, the SUBRECIPIENT has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the deliverable(s).
 - 7.2. As to each image and sound recording incorporated into a deliverable, the SUBRECIPIENT has acquired the necessary rights, releases, and waivers from the person whose image or sound included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.

R. Mandatory Reporting of Fraud and Criminal Activity

In accordance with 45 CFR §75.113 (also 2 CFR §200.113), *Mandatory disclosures*, the SUBRECIPIENT and its approved subSubrecipients must comply with and inform its employees of mandatory reporting requirements. Each employee of the SUBRECIPIENT and any subSubrecipient (subrecipient or Subrecipient) providing services in connection with this Agreement shall disclose to the ELC in a timely manner and in writing all violations involving fraud, bribery or gratuity violations potentially affecting this agreement and/or the related federal/grant program(s). ELC and OEL is required to review and consider any publicly available information about the SUBRECIPIENT in the Federal Awardee Performance and Integrity Information System (FAPIIS) <https://fapiis.gov>.

S. Membership dues, subscriptions and licensing fees

The SUBRECIPIENT shall comply with the terms of s. 216.345, F.S., and 2 CFR §75.454, *Memberships, subscriptions, and professional activity costs*, when incurring costs related to paying membership dues, subscriptions and licensing fees.

Payment information, which must contain a statement that the records of memberships, subscriptions or licenses for which the SUBRECIPIENT paid, maintained at the SUBRECIPIENT shall be public records pursuant to s. 119.01(3), F.S. The organization paid must provide this statement. This public records requirement applies only to the portion of

EXHIBIT I
SPECIAL CONDITIONS

activities of the organization(s) that pertain to the public federal/state grant programs the SUBRECIPIENT funded.

T. More restrictive conditions

Pursuant to 2 CFR §200.207, *Specific conditions*, if the SUBRECIPIENT is found to be in noncompliance with fund source requirements or determined to be “high risk” by ELC, the SUBRECIPIENT shall be subject to the imposition of more restrictive conditions.

U. Notification of legal action

The SUBRECIPIENT shall notify ELC of legal actions taken against it or potential actions such as lawsuits related to services provided through this agreement, that may impact the SUBRECIPIENT’s ability to deliver the contractual services or that may adversely impact ELC. The SUBRECIPIENT shall notify ELC in writing within 24 continuous hours of becoming aware of such actions or from the day of the legal filing, whichever comes first.

V. Office of Minority Business Enterprise Report

ELC as directed by OEL is dedicated to supporting, tracking and increasing its small minority business enterprise spending with prime Subrecipients and subSubrecipients as s. 287.0943, F.S., requires. The SUBRECIPIENT shall submit the [Minority Sub Subrecipients Utilization Summary](#) report quarterly, regardless of whether the ELC has spent the funds with a small, minority-, women-, and service-disabled veteran business enterprise subSubrecipient for the quarter. The SUBRECIPIENT shall submit the expenditures report to the Share File site.

W. Order of precedence

If there is any conflict between the provisions in the agreement and the standards the CCDF State Plan sets forth and federal and state law (in which case, ELC may modify the agreement from time to time), resolution will occur in the following order of priority. If a lower priority law contains a stricter requirement, the stricter requirement prevails.

1. Federal law.
2. State law.
3. The agreement.
4. The CCDF State Plan.

X. Personnel

1. The SUBRECIPIENT shall notify ELC in advance but no later than five (5) working days after any changes in the SUBRECIPIENT’s telephone number (parent line and main line), email or physical address or key personnel positions. Key personnel positions include the executive director, the director of program operations and the finance officer. Changes in key personnel may include, but are not limited to, resignations and other employment terminations, and approved leaves of absence of six (6) weeks or longer. Such notification shall be in writing and shall include information related to assigned replacement staff. The SUBRECIPIENT shall post notices regarding address changes or key personnel staffing changes to Apricot.
2. Personnel costs – time distribution.
The SUBRECIPIENT shall base charges to federal projects for personnel costs, whether treated as direct or indirect costs, on payrolls documented in accordance with generally accepted practices from and approved by a responsible official(s) of the Subrecipient/grantee. Such generally accepted practices must comply with the instructions provided in [OEL’s Cost Allocation Guidance](#). When employees work on

EXHIBIT I
SPECIAL CONDITIONS

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

- 2.1. Reflect an after-the-fact distribution of the actual activity of each employee.
- 2.2. Account for the total activity for which each employee is compensated.
- 2.3. Prepared at least monthly and must coincide with one or more pay periods.
- 2.4. Signed by the employee and/or supervisor that has first-hand knowledge of the employee's performed tasks.

Y. Policy Compliance

The agreement requires SUBRECIPIENT compliance with the following referenced OEL policies and with any subsequent revisions, which are hereby incorporated by reference:

1. [Program Guidance 101.02 – Records Confidentiality Policy.](#)
2. [Program Guidance 202.80 – Early Learning ELC Annual Report.](#)
3. [Program Guidance 240.01 – Cash Management.](#)
4. [Program Guidance 240.02 – Tangible Personal Property.](#)
5. [Program Guidance 240.03 – Collection of Delinquent Accounts.](#)
6. [Program Guidance 240.04 – School Readiness Funds Management.](#)
7. [Program Guidance 240.05 – Prior Approval.](#)
8. [Program Guidance 240.06 – Reimbursement Requests.](#)
9. [Program Guidance 250.01 – Other Cost Accumulators \(OCAs\).](#)
10. [Program Guidance 300.01 – IT Security Manual.](#)
11. [Program Guidance 420.01 – Early Learning Performance Funding Project \(ELPFP\).](#)
12. [Program Guidance 440.10 – Match Reporting.](#)
13. [Program Guidance 440.60 – Reporting State Expenditures on Teenage Parent Programs \(TAPP\).](#)
14. [Program Guidance 600.01 – Child Care Resource and Referral Program.](#)

Z. Prior approval requests

The SUBRECIPIENT shall request and obtain prior written approval from ELC before purchasing select items of cost in compliance with 45 CFR §75.407 *Prior written approval*, and OEL Program Guidance 240.05 – Prior Approval.

AA. Prohibited entertainment costs

The SUBRECIPIENT shall comply with 45 CFR §75.438 (2 CFR §200.438) which disallows entertainment costs including amusement, diversion and social activities and any costs directly associated with such activities (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, gratuities).

BB. Prohibited food and food-related costs

Except as otherwise provided by law, the SUBRECIPIENT may not use state, federal or local matching funds directly or indirectly to pay for meals, food or beverages for SUBRECIPIENT board members, SUBRECIPIENT employees or for subSubrecipient employees (s. 1002.83(12), F.S.).

EXHIBIT I
SPECIAL CONDITIONS

CC. Prohibited lobbying costs

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. Provider further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that Subrecipients who apply or submit bids shall file the required certification (Appendix A) that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal 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. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3).”

DD. Prohibited property purchases

The SUBRECIPIENT may not expend funds appropriated for the SR Program, including matching funds, for the purchase or improvement of land; for the purchase, construction or permanent improvement of any building or facility; or for the purchase of buses. The SUBRECIPIENT may only expend funds for minor remodeling necessary for the administration of the program and upgrading of child care facilities to ensure that providers meet state and local child care standards, including applicable health and safety requirements (s. 1002.89(7), F.S.).

EE. Public entity crimes

1. Convicted vendor list

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

By signing the agreement, the SUBRECIPIENT acknowledges that it and any subSubrecipients or subrecipients receiving early learning program funds through the SUBRECIPIENT are operating in compliance with this section and the SUBRECIPIENT and any subSubrecipients are not disclosed on the [Florida Department of Management Services website](#). The SUBRECIPIENT understands and agrees that it must inform ELC immediately upon any change of circumstances regarding this status and will complete the required certification disclosures included in Exhibit IV.

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

EXHIBIT I
SPECIAL CONDITIONS

2. Discriminatory Vendor List

In accordance with s. 287.134(2)(a), F.S., an entity or affiliate placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Subrecipient, supplier, subSubrecipient, or consultant under a contract with any public entity; and may not transact business with any public entity. See s. 287.134(3)(a), F.S.

By signing this agreement the SUBRECIPIENT hereby assures, through the duly-appointed authorized representative, that neither it, nor any SUBRECIPIENT person or affiliate, has been placed on the convicted vendor list or discriminatory vendor list which can be found on the [Florida Department of Management Services website](#). The SUBRECIPIENT understands and agrees that it must inform ELC immediately upon any change of circumstances regarding this status and will complete the required certification disclosures included in Exhibit IV.

3. Scrutinized Companies Lists

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

Any contract with the SUBRECIPIENT for goods or services of \$1 million or more entered into or renewed on or after July 1, 2012, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under s. 287.135 (5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. See s. 287.135(3)(b), F.S.

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with the SUBRECIPIENT for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. See s. 287.135(5), F.S.

If this award is in the amount of \$1 million or more, in accordance with the requirements of s. 287.135(5), F.S., the ELC, by signing this agreement, hereby certifies that the SUBRECIPIENT and any actively-contracted company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

EXHIBIT I
SPECIAL CONDITIONS

FF. Public Records Law Compliance, access and confidentiality

1. All SUBRECIPIENT records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of the ELC to maintain records in a location that is accessible to the public.

If the Subrecipient has questions regarding the application of chapter 119, Florida statutes, to the Subrecipient's duty to provide public records relating to this contract, contact the custodian of public records at:

Office of Early Learning
250 Marriott Drive
Tallahassee, Florida 32399
(850)717-8550
publicrecordscustodian@oel.myflorida.com

2. In accordance with s. 1002.97, F.S, the individual records of children enrolled in SR programs provided under s. 1002 Part VI, F.S., held by the SUBRECIPIENT or ELC, are confidential and exempt from the provisions of s. 119.07(1), F.S., and s. 24(a), Article I of the State Constitution.
3. The SUBRECIPIENT shall allow the parent the right to inspect and review the individual SR program record of his/her child and provide the parent a copy of the record upon request.
4. The SUBRECIPIENT shall allow access to SR program records as specified in s. 1002.72 and s. 1002.97, F.S., respectively.
5. The SUBRECIPIENT shall provide the public with access to public records on the same terms and conditions that the Office would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
6. Pursuant to 2 CFR §200.336, *Access to records*, the SUBRECIPIENT agrees to provide access by ELC, OEL, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the SUBRECIPIENT which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
7. Representatives of ELC, OEL, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of the SUBRECIPIENT as they may relate to this agreement.
8. The SUBRECIPIENT shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Office under this agreement.

EXHIBIT I
SPECIAL CONDITIONS

9. The ELC shall have the right to audit the SUBRECIPIENT's records and practices related to use and disclosure of confidential information. The SUBRECIPIENT agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by the SUBRECIPIENT on behalf of, the ELC available to the ELC upon request.
10. The SUBRECIPIENT shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

GG. Records retention

The SUBRECIPIENT shall document activities related to SR implementation, including administrative and reporting responsibilities. Documentation shall be sufficient for an audit trail and compliance with federal regulation 2 CFR §200.333, *Retention requirements for records*. The SUBRECIPIENT shall maintain written or electronic documentation of transaction files, policies, processes, controls and other detailed supporting records that the SUBRECIPIENT submit per ELC instructions and makes available for review upon request.

1. The SUBRECIPIENT shall have/establish a proper accounting system in accordance with generally accepted accounting standards.
2. The SUBRECIPIENT shall account for expenditures from SR and VPK funding separately. The SUBRECIPIENT shall require the same of its subSubrecipients.
3. The SUBRECIPIENT shall establish and maintain records related to SUBRECIPIENT staff background screenings and other documents required for implementing early learning programs.
4. The SUBRECIPIENT shall establish a five (5) year records retention requirement for all SR services. The SUBRECIPIENT may not alter or amend SR records after December 31 of the subsequent fiscal year.
5. To comply with generally accepted accounting procedures and practices, the SUBRECIPIENT shall establish and maintain books, records and documents, including electronic storage media and electronic records. Said procedures and practices shall be in a manner that sufficiently and properly reflects all revenues and funds.
6. The SUBRECIPIENT shall maintain all accounts, records and other supporting documentation for all SR services pertaining to all costs incurred and revenues or other applicable credits acquired under the agreement for a minimum period of five (5) years from the submission date of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the agreement, whichever occurs last.
7. The SUBRECIPIENT shall ensure that accounting records reflect the separation of all programs/activities the SUBRECIPIENT administers or for which it receives funding. Records shall adequately identify with Other Cost Accumulators (OCA) the source and funding application for each program/activity. The SUBRECIPIENT shall maintain a clear audit trail showing detail of expenditures related to the applicable program/activity.
8. Confidential data. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida. See 2 CFR §200.337, *Restrictions on public access to records*, and 2 CFR §200.82, *Protected Personally Identifiable Information (PII)*, to review federal grant program instructions.

EXHIBIT I
SPECIAL CONDITIONS

- 8.1 The SUBRECIPIENT acknowledges that each agency, organization or individual receiving confidential and exempt records in order to carry out official functions must protect the data. Those with access to confidential data must not permit persons other than those authorized to receive the records, to obtain children's or their parents'/guardians' personal identification.
- 8.2 The SUBRECIPIENT shall develop processes and procedures to secure the confidential data.
- 8.3 The SUBRECIPIENT, including its employees, subSubrecipients, agents, or any other individuals to whom the ELC exposes confidential information obtained under this agreement, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed on the devices meeting the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 <http://csrc.nist.gov/publications/nistpubs/800-111/SP800-111.pdf>. Failure to strictly comply with this provision shall constitute a breach of this agreement's terms.
9. The SUBRECIPIENT shall require that its subrecipients and subSubrecipients follow the same terms and conditions contained in this agreement. The SUBRECIPIENT shall require its subrecipients and subSubrecipients to enter into and use appropriate nondisclosure agreements as necessary to maintain the data's confidentiality and security. The SUBRECIPIENT shall also require individuals who have access to such data to complete an individual nondisclosure form that the SUBRECIPIENT or its Subrecipient shall maintain on file.
10. The SUBRECIPIENT shall comply with the records retention requirements in Florida. The [General Records Schedule GS1-SL for State and Local Government Agencies](#) includes the following requirements related to grant files for recipients:
 - 10.1 This record series documents activities relating to grant-funded projects conducted by the grant recipient, including the application process and the receipt and expenditure of grant funds. These files may include, but are not limited to, grant applications; contracts; agreements; grant status, narrative, and financial reports; and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.
 - 10.2 The length of retention for these records in Florida is five (5) years after the completion of the agreement provided applicable audits have been released. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the Office or its designees upon its request.

HH. Renegotiation or modification

Agreement provision modifications shall only be valid when they are in writing and all parties have duly signed and dated them.

EXHIBIT I
SPECIAL CONDITIONS

II. Severability

If a court of competent jurisdiction determines any term or provision of the agreement unenforceable, ELC will strike the term or provision. The remainder of the agreement will remain in full force and effect.

JJ. Sponsorship/public announcements

1. The SUBRECIPIENT agrees to comply with s. 286.25, F.S., and use the following statement in publicizing, advertising or describing the sponsorship of early learning projects the ELC fully or partially finances with state funds or funds from a state agency: “Sponsored by Early Learning ELC and the State of Florida, Office of Early Learning.” If the referenced sponsorship is in written material, the words “State of Florida, Office of Early Learning” shall appear in the same size letters or type as the ELC’s name.
2. The SUBRECIPIENT agrees to comply with Public Law (P.L.) 103-333, s. 508, when the ELC issues statements, press releases, requests for proposals, bid solicitations and other documents describing a project or program that federal money funds in whole or in part. The law requires the SUBRECIPIENT and its subrecipients to clearly state the percentage of the total cost of the program or project that federal money will finance, the dollar amount of federal funds used for the project or program, and the percentage and dollar amount of the total cost of the project or program that non-governmental sources will finance.
3. SUBRECIPIENTs shall only use ELC logos that have been approved by ELC.
4. SUBRECIPIENT shall update electronic ELC logos used locally in electronic materials to the current ELC-released logo within sixty (60) calendar days of release with the exception of the electronic ELC-related logos embedded in the ELC approved system software. SUBRECIPIENT shall notify ELC in writing of any circumstances resulting in a delay in updated logo implementation.

KK. State and federal requirements

The SUBRECIPIENT shall comply with its plan and applicable federal and state laws, rules and regulations when expending funds it receives or earns under this agreement for early learning programs and services.

LL. Supplement, not supplant

In accordance with program-specific authorizing laws and regulations implementing those laws, federal funds must generally be used to increase, to the extent practical, the level of non-federal funds that would be available in the absence of federal funds, and in no case to replace those federal funds. Federal funds must supplement, add to, enhance, expand, increase, or extend the programs and services offered with state and local funds. Federal funds are not permitted to be used to supplant, take the place of, or replace the state and local funds used to offer those programs and services.

MM. Termination of agreement

Federal and state standards for procurement and contracts administration require all contracts in excess of \$10,000 to discuss events that trigger termination, the manner by which termination shall be in effect, and the basis for settlement. See 45 CFR §75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

EXHIBIT I
SPECIAL CONDITIONS

1. **Termination for lack of funds.** If funds to finance the agreement become unavailable or if the federal or state governments withdraw or redirect funds upon which the agreement depends, ELC may terminate the agreement in writing with no less than 24 hours' notice. The SUBRECIPIENT shall receive notice by certified mail with proof of delivery or in person with proof of delivery after being notified verbally by the ELC grant manager. ELC shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by ELC for cause, the SUBRECIPIENT shall be liable for ELC's expenses for additional managerial and administrative services required to complete or obtain the services or items from another Subrecipient. Additional details are described in Section 23 of PUR 1000 [DMS PUR 1000 link](#).
3. **Termination for convenience.** ELC, by written notice to the SUBRECIPIENT, may terminate the agreement in whole or in part when ELC determines in its sole discretion that it is in the ELC's interest to do so. The SUBRECIPIENT shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by the ELC, the SUBRECIPIENT shall:
 - 4.1 Stop work under the agreement on the date of and to the extent specified in the notice.
 - 4.2 Complete performance of the work not terminated by the ELC.
 - 4.3 Take such action as may be necessary, or as the ELC may specify, to protect and preserve any property related to the agreement which is in the possession of the SUBRECIPIENT and in which the ELC has or may acquire an interest.
 - 4.4 Transfer, assign, and make available to the ELC all property and materials belonging to the ELC, upon the effective date of termination of the agreement. No extra compensation will be paid to the SUBRECIPIENT for its services in connection with such transfer or assignment.
 - 4.5 Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

NN. Travel and per diem

Section 112.061, F.S., specifies in what manner the SUBRECIPIENT may reimburse all travel-related costs employees, agents or subSubrecipients incur. The statute allows costs for preapproved, reasonable and necessary per diem allowances and travel expenses. The SUBRECIPIENT shall reimburse such costs at the standard travel reimbursement rates that s. 112.061, F.S., establishes, using DFS-approved travel forms, and shall comply with all applicable federal and state requirements. The ELC requires travel reimbursements be submitted within thirty (30) days of the travel event.

OO. Unallowable or prohibited expenditures

The [State of Florida Reference Guide for State Expenditures](#), which includes all grant funds, prohibits, unless expressly provided by law, expenditures from program funds for the following items.

1. Congratulatory telegrams.
2. Flowers or telegraphic condolences.
3. Entertaining visiting dignitaries.

EXHIBIT I
SPECIAL CONDITIONS

4. Refreshments such as coffee and doughnuts.
5. Decorative items (e.g., globes, statues, potted plants, picture frames).
6. Greeting Cards: Per s. 286.27, F.S., use of state funds for greeting cards is prohibited.

PP. Unauthorized Alien(s)

The SUBRECIPIENT agrees it shall not employ unauthorized aliens. The ELC shall consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral cancellation of this award by the Office.

QQ. Warrant of ability to perform

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

RR. Whistleblower's Act

In accordance with s. 112.3187, F.S., the SUBRECIPIENT shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. Furthermore, the SUBRECIPIENT shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer, or employee. The SUBRECIPIENT shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Office's Inspector General, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353. Additional local SUBRECIPIENT whistleblower policy and procedures also apply.

EXHIBIT II
SCOPE OF WORK

A. GENERAL STATEMENT

1. Purpose

This agreement establishes terms and conditions with which the SUBRECIPIENT agrees to comply in exchange for federal and state funds from the ELC. Within its service area, the SUBRECIPIENT shall provide technical assistance, coaching and training to School Readiness childcare providers through an inclusion classroom support plan that will promote adaptations, accommodations and best practices towards building inclusive environments that will enhance the quality of child care options for children with special needs in **Hillsborough County**. The SUBRECIPIENT shall comply with federal and state statutes or rules superseding the provisions of this agreement.

2. Funding and budget

The General Appropriation Act shall provide funds for the School Readiness Program. The ELC shall notify the SUBRECIPIENT of its budget of allocated funding under the agreement by way of Notice of Award (NOA). The ELC shall provide the NOA, which will state the award period, to the SUBRECIPIENT for **Inclusion Classroom Support Services**. Noncompliance with the terms and conditions of this agreement and the NOA may result in the SUBRECIPIENT losing grant funds or the ELC suspending or terminating the agreement or disallowing costs. The ELC has the authority to amend the SUBRECIPIENT's NOA to reallocate funds.

This is a Cost Reimbursement Contract and shall not exceed **\$(insert amount)** for Inclusion Classroom Support Services. The ELC's obligation to pay under this Contract is contingent upon the annual appropriation by the State of Florida Legislature and availability of any and all applicable federal and state funds. The ELC shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to comply with this contract. If such funds are not appropriated or available for this Contract's purpose, such event shall not constitute a default by the ELC. The ELC agrees to notify the SUBRECIPIENT within two (2) business days if funds are not appropriated or available.

3. Major goals

- 3.1 Provide a minimum of 15 classrooms (two cohorts, each lasting six (6) months) with inclusion training, technical assistance, reflective supervision and coaching that support accommodations and adaptations for children.
- 3.2 Provide classroom equipment, materials, and individual supports to children that require technical assistance regarding inclusion or behavior supports.
- 3.3 Conduct a minimum of six (6) technical assistance/coaching visits per participating classroom per cohort.
- 3.4 Involve the family in the implementation of the individual inclusion support plan through sharing the activities with the family and soliciting input. Each classroom will have a family resource binder.

EXHIBIT II
SCOPE OF WORK

B. TERMS AND DEFINITIONS

1. **Inclusion Classroom Support Services-** are designed to support early care providers in making accommodations to support children with social-emotional and developmental challenges. The desired results of inclusive experiences for children with and without disabilities and their families include a sense of belonging and membership, positive social relationships, and development and learning to reach their full potential.

C. SUBRECIPIENT ADMINISTRATIVE RESPONSIBILITIES

1. Cost allocation plan

The SUBRECIPIENT shall comply with the ELC's cost allocation plan guidance and instructions and submit a cost allocation plan for ELC review and approval by May 1 of each fiscal year unless otherwise instructed by the ELC.

2. Continuity of Operations Plan

- 2.1 The SUBRECIPIENT shall maintain a disaster recovery plan within its Continuity of Operations Plan (COOP) for unforeseen circumstances whether they are natural or man-made disasters per s. 252.365, F.S.
- 2.2 The SUBRECIPIENT shall submit a COOP update each year no later than August 1 of each fiscal year and updated as needed. The COOP shall be submitted in a format specified by the ELC.

3. Reporting requirements

Mere receipt by the ELC shall not be construed to mean or imply acceptance of reports. It is specifically understood by the parties that acceptance of required reports shall constitute a separate act. The ELC reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this Contract. The ELC, at its option, may allow additional time within which the SUBRECIPIENT may remedy the objections noted by the ELC or the ELC may after having given the SUBRECIPIENT a reasonable opportunity to complete, make adequate, or acceptable, declare this Contract to be in default.

- 3.1 The SUBRECIPIENT shall use the uniform chart of accounts for reporting budget and expenditure reports pursuant to 1002.82(2)(c), F.S.
- 3.2 The SUBRECIPIENT shall submit a master property inventory list, if applicable to the ELC by September 1 each year pursuant to OEL Fiscal Guidance 240.02.
- 3.3 The SUBRECIPIENT shall submit annual state and federal single audit financial statements as required by s. 215.97, F.S., and Exhibit II – Audit Requirements (OMB A-133, Audits of State and Local Governments and Non-Profit Organizations, Section .200)
- 3.4 The SUBRECIPIENT shall submit any data or reports necessary for the administration of all activities funded by this contract. All reports shall conform to the timeline, content, and format specified by the ELC, as well as the standard codes specified by the Office of Early Learning.
- 3.5 The SUBRECIPIENT shall satisfy all federal, state, and ELC'S requirements specified in this Contract.
- 3.6 The SUBRECIPIENT shall provide written program management reports, due to the Contract Manager and Chief Operating Officer no later than 25 calendar days, unless otherwise stated, following the end of the service period; if said date

EXHIBIT II
SCOPE OF WORK

falls on a weekend or holiday, reports shall be due the next business day and shall be submitted in a format specified by the ELC

- 3.6.1 A **monthly report** shall provide the number of trainings/training topics for each classroom teacher participant, number of coaching areas and coaching/technical records for each participant including the program leadership, amount/number of materials distributed to the program, updated inclusion classroom support implementation plan for the program.
- 3.6.2 A **quarterly report** shall provide status of inclusion classroom support implementation plans for each classroom, number of children with intervention supports/IEP/IFSP enrolled in the program (if known), amount of training/technical assistance/coaching provided to the classrooms, topics and goals developed, progress towards meeting these goals, summarize BPIECE results for new programs.
- 3.6.3 A **year-end summary report** shall be submitted no later than sixty (60) calendar days following the end of this Contract period, for the period **{insert contract term}**, that includes program data, data analysis, demographic statistics and any applicable information needed to document the SUBRECIPIENT'S performance under this Contract.

Additional reporting items may be requested of the SUBRECIPIENT by the ELC as necessary with a 30 days notice of requested items

D. SCHEDULE AND DESCRIPTION OF DELIVERABLES

- 1. Administrative, direct and non-direct services deliverables, OCAs, tasks and activities for the agreement are identified in the OEL Fiscal Guidance 250.01 – Other Cost Accumulators (OCAs) Guidance. The minimum level of service for deliverable are defined in Expenditure targets, restrictions and prohibitions (F.7.); the ELC's plan (D.1.); budget by OCA (F.5.); and the budget detail in the uniform chart of accounts format submitted to the ELC(F.1.12) and are pursuant to Chapter 1002 Parts V and VI, F.S.
- 2. The SUBRECIPIENT will notify the ELC within 24 hours of any critical issues that may impact the budget and/or the delivery of the SUBRECIPIENT's core services, such as, but not limited to:
 - 2.1 Disruption to the Inclusion Services process;
 - 2.2 Database issues;
 - 2.3 Security violations, regarding confidential information; and/or
 - 2.4 Potential negative publicity
- 3. The SUBRECIPIENT shall ensure that the availability and delivery of the services outlined in this contract are conveniently accessible to customers within Hillsborough County.
- 4. The SUBRECIPIENT shall ensure that staffing patterns and staff qualifications are sufficient to provide the services described herein, including backup plans when turnover occurs, with the capacity to provide services in English and Spanish.
- 5. The SUBRECIPIENT acknowledges that pursuant to this Contract, Key Personnel are management staff.

EXHIBIT II
SCOPE OF WORK

6. The SUBRECIPIENT shall ensure that all funds awarded under this contract shall be utilized in the delivery of services outlined in this Exhibit and shall not be utilized to support any other programs and/or services of the Early Childhood Council.

3 PERFORMANCE SPECIFICATIONS

The SUBRECIPIENT shall meet the following performance objectives, as measured on an annual basis by the following outcomes and indicators. The ELC and the Subrecipient shall jointly review progress on these Performance Objectives on a quarterly basis. Being out of substantial compliance with any one of these Performance Objectives may be cause for corrective action as outlined in Section F., Paragraph 1 and 2 below.

1. Overall Contract Administration

- 1.1. One hundred percent (100%) of complaints or observations concerning potential abuse, neglect or abandonment shall be reported to the Abuse Hotline and the ELC shall be notified of said report, within the applicable confidentiality regulations.
- 1.2. One hundred percent (100%) of the invoices submitted to the ELC shall be submitted on time with all documentation required to support expenditures in the format specified by the ELC.
- 1.3. The SUBRECIPIENT shall fully implement any required Corrective Action Plans and/or Improvement Plans and shall report progress in a format and time frame specified by the ELC.
- 1.4. The SUBRECIPIENT shall participate and coordinate its Continuity of Operations Plans (COOP) with the ELC. This will include emergency preparations for natural and manmade emergencies and include provisions to:
 - 1.4.1. Maintain open lines of communication with the ELC
 - 1.4.2. Plan for and secure alternative operation locations, if needed
 - 1.4.3. Set up a Data Security protocols to protect program information

2. Service Evaluation Metrics

The SUBRECIPIENT'S delivery of services shall be evaluated using the Performance Scorecard, which is based on the following:

- 2.1. Relevance of topics related to the promotion of adaptations, special education law, accommodations and awareness of best practices in inclusion in trainings, along with passing of IACET approved learner gains as identified by training design
- 2.2. Minimum of **X** technical assistance/coaching visits per participating classroom per cohort
- 2.3. Tracking of materials delivered to and implemented in participating classrooms
- 2.4. Inclusion Classroom Support plan with a minimum of **X** goals per classroom
- 2.5. Each classroom (**X**) will have a family engagement resource binder
- 2.6. Classroom gains using a pre and post BPIECE

4 MONITORING AND EVALUATION METHODOLOGY

The SUBRECIPIENT agrees:

1. To fully cooperate with the ELC'S performance and financial monitoring.
2. That monitoring is intended to be in addition to other requirements found in other parts of this Contract and is not be be construed as a limitation thereof.

EXHIBIT II
SCOPE OF WORK

3. The SUBRECIPIENT shall conduct quality assurance reviews during the Contract period to assess the quality of services provided to children and families under this Contract. The SUBRECIPIENT shall provide a sample of their quality assurance review to the ELC for approval.
4. The ELC review process may include case file reviews, and interviews with staff, families, and community stakeholders in addition to an activity score card reviewing that all required elements are met. The SUBRECIPIENT and any SUBSUBRECIPIENTS shall fully cooperate with these reviews.
5. To provide requested documentation and otherwise cooperate with the ELC in order to successfully complete the quality assurance review. The quality assurance review team shall have access to the SUBRECIPIENT'S customer and service files, any customer satisfaction surveys, and the SUBRECIPIENT'S financial records relating to this Contract as well as all SUBRECIPIENT sites. The ELC reserves the right to monitor the program on-site without prior announcement to the SUBRECIPIENT provided that such monitoring does not affect the SUBRECIPIENT'S ability to provide services as required by this Contract.
6. To establish and maintain an approved internal quality improvement process to assess its performance and that of its SUBSUBRECIPIENTS.
7. That by execution of this Contract, the SUBRECIPIENT hereby acknowledges that its performance under this Contract shall meet the standards set forth above and shall be bound by the conditions set forth below. If the SUBRECIPIENT fails to meet these standards, the ELC, at its exclusive option, may allow up to three (3) months for the SUBRECIPIENT to achieve compliance with the standards. If the affords the SUBRECIPIENT an opportunity to achieve compliance, and the SUBRECIPIENT fails to achieve compliance within the specified time frame, the may, at its option, terminate this Contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the ELC.

5 METHOD OF PAYMENT AND REIMBURSEMENT REQUIREMENT

1. Reimbursement request requirements

- 1.1. The SUBRECIPIENT shall submit monthly requests for SR Program expenditures reimbursement no later than 20 calendar days following the last day of the previous month.
- 1.2. The SUBRECIPIENT shall base the request on actual allowable expenditures.
- 1.3. The SUBRECIPIENT shall provide sufficient detail, as the ELC reimbursement request instructions describe, for ELC to comply with federal and state reporting requirements and pre-/post-audit requirements.
- 1.4. The SUBRECIPIENT shall reconcile all expenditures submitted for reimbursement to the SUBRECIPIENT's accounting system.
- 1.5. The SUBRECIPIENT shall comply with OEL Fiscal Guidance 240.01 and other instructions the ELC establishes to institute local SUBRECIPIENT cash management procedures, including the reimbursement request format and submission requirements.
- 1.6. Failure to follow reimbursement request requirements may result in the SUBRECIPIENT not receiving reimbursement or receiving a delayed reimbursement.

EXHIBIT II
SCOPE OF WORK

2. Final reimbursement request

- 2.1 The SUBRECIPIENT shall submit final reimbursement request for use of certified forward funds for a prior fiscal year no later than **August 31** following the award period ending, unless otherwise authorized.
- 2.2 The SUBRECIPIENT shall reconcile all expenditures submitted for reimbursement to the SUBRECIPIENT's accounting system and shall maintain supporting documentation for all expenditures. The SUBRECIPIENT shall make corrections as necessary.
- 2.3 The SUBRECIPIENT shall maintain supporting documentation to include an audit trail linking all reimbursement transactions to the OEL Uniform Chart of Accounts and the SUBRECIPIENT's general ledger and shall use the appropriate program and OCA to identify them.
- 2.4 The ELC may monitor the agreement by validating reimbursements in relationship to provided services and reviewing the records and contracts related to those reimbursements.

3. Return of funds

Upon the ELC's final determination of overpayments or disallowed costs under federal or state law, regulation or rule, the SUBRECIPIENT shall return to the ELC any overpayments or disallowed costs within 40 calendar days of the ELC issuing a written notice or other timeframes that comply with OEL Fiscal Guidance 240.01.

4. Expenditure targets, restrictions and prohibitions

- 4.1. The SUBRECIPIENT shall comply with federal and state program fund limitations, unless OEL expressly provides a waiver.
- 4.2. The SUBRECIPIENT shall keep costs to the minimum necessary to efficiently and effectively administer the SR Program.
- 4.3. Direct services for eligible children will be the highest expenditure priority.

5. Financial consequences

- 5.1. The ELC reserves the right, upon written notice, to withhold funds, in whole or in part, for non-performance under the approved plan or for noncompliance with the agreement's terms and conditions or state or federal regulations. The ELC may reinstate funds upon determining that the SUBRECIPIENT has corrected its performance and is in full compliance with the agreement. The ELC shall deliver written notice by mail with proof of delivery or in person with proof of delivery.
- 5.2. The ELC may withhold funds from the SUBRECIPIENT if the SUBRECIPIENT does not respond in writing and submit a subsequent corrective action plan within 30 days or other timeline the ELC specifies. Once the ELC determines that the SUBRECIPIENT has successfully implemented the corrective action and that the SUBRECIPIENT complies with the agreement, the ELC will reinstate the previously withheld funds.

EXHIBIT II
SCOPE OF WORK

- 5.3. The ELC's written notice will detail the SUBRECIPIENT's non-performance or noncompliance findings and timelines for submitting a corrective action plan and correcting all noted deficiencies. To avoid ELC withholding funds, the SUBRECIPIENT shall respond to the notice within 30 days or the timeline specified and provide a corrective action plan that addresses all noted deficiencies. If the ELC approves the corrective action plan, the SUBRECIPIENT shall implement the corrective action within the timeframe the ELC prescribes.
- 5.4. If the SUBRECIPIENT materially fails to comply with the terms and conditions of this agreement, including any federal or state statutes, rules or regulations applicable to this agreement, the ELC, in accordance with 45 CFR part 74.62, may take one or more of the following actions, as appropriate for the circumstances:
 - 5.4.1 Temporarily withhold cash payments pending the SUBRECIPIENT's correction of the deficiency
 - 5.4.2 Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance
 - 5.4.3 Wholly or partly suspend or terminate this contract
 - 5.4.4 Withhold further project or program awards
 - 5.4.5 Take other legally-available remedies

EXHIBIT III
AUDIT REQUIREMENTS

SUBRECIPIENT Name: Early Childhood Council of Hillsborough County, Inc.

Grant Number: SR-SUBRECIPIENT24

Estimated funding/grant program(s): \$80,000

Grant Relationship: ELC (ELC) has identified the SUBRECIPIENT as a subrecipient

For all subrecipients, the described audit requirements will apply as described here. Based on estimated funding for this grant, the following audit requirements apply:

Federal Single Audit Act (2 CFR §200)

Florida Single Audit Act (s. 215.97, F.S.)

The administration of resources awarded by the ELC and of all related public, private funds and local resources received and expended for the state's early learning programs will be subject to audits and monitoring by the ELC as described in this attachment.

A. Accounting and auditing requirements

1. The SUBRECIPIENT is subject to the requirements of 2 CFR §200, which states audits must be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the U.S. Comptroller General and generally accepted accounting principles (GAAP) identified by the American Institute of Certified Public Accountants (AICPA). The AICPA has identified the Accounting Standards Codification (ASC) developed by the Financial Accounting Standards Board (FASB) as the GAAP applicable to nongovernmental entities such as the Subrecipient/grantee.
2. During any state fiscal year, external auditors, the State Auditor General, state or federal inspectors, inspectors general, USDHHS, ELC or others as state or federal agencies designate may review operations of and records from the SUBRECIPIENT.
3. Any of these reviews may identify questioned costs. The SUBRECIPIENT shall have an opportunity to substantiate or appeal the finding or questioned cost(s). Any unresolved questioned costs may become disallowed federal and state program costs. Section 17.04, F.S., and 2 CFR §200, require SUBRECIPIENTs to repay disallowed federal and state program costs. Subrecipients/grantees may not pay disallowed costs with federal grant, state grant or matching funds.
4. The SUBRECIPIENT agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal against the state government or any of its agencies are not reimbursable costs. However, 2 CFR §200 Subpart E allows reasonable legal expenses and related costs required in administering early learning programs within administrative expenditure limitations for SR and VPK Programs.

EXHIBIT III AUDIT REQUIREMENTS

B. Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR §200 and s. 215.97, F.S., as revised (see section III-B-4 below), ELC may conduct or arrange for monitoring of the SUBRECIPIENT's activities. Such monitoring activities may include, but are not limited to, onsite visits by ELC staff or contracted consultants, limited scope audits as defined by 2 CFR §200, and/or other procedures. By entering into the agreement, the SUBRECIPIENT agrees to comply and cooperate with any monitoring procedures/processes ELC deems appropriate. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the USDHHS, the Florida DFS or the Florida Auditor General.

1. Related party disclosures

The SUBRECIPIENT shall ensure that all related party transactions are included in the financial statement footnote disclosures in accordance with requirements defined in FASB *Accounting Standards Codification (ASC) 850, Related Party Disclosures*. Generally accepted auditing standards (GAAS) require that financial statement auditors evaluate whether the SUBRECIPIENT adequately disclosed related party transaction(s) in the financial statements. In addition, the grantee shall comply with all applicable provisions of chapter 112, F.S., Public Officers and Employees, as required by s. 1002.83(8), F.S.

2. Internal controls – auditor documentation

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

3. Internal controls – annual self-assessment

The SUBRECIPIENT must perform an internal controls self-assessment using ELC's annual Internal Control Questionnaire (ICQ) Survey Form. The SUBRECIPIENT shall provide a copy of the completed annual ICQ to ELC, as instructed below, by Sept. 30 of each grant award period unless ELC provides other written instructions.

The annual ICQ will help the SUBRECIPIENT document that the primary objectives for internal controls pertaining to compliance requirements for federal programs, including the following, are met in accordance with 2 CFR §200.303.

- The SUBRECIPIENT properly records and accounts for transactions.
- The SUBRECIPIENT executes transactions in compliance with laws, regulations and contract provisions.
- The SUBRECIPIENT safeguards funds, property and other assets against loss due to unauthorized use or disposition.
- Reasonable measures are taken to safeguard protected personally identifiable information (PII) and other information the Federal awarding agency or the Office consider sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

EXHIBIT III

AUDIT REQUIREMENTS

- ELC will provide the annual ICQ form in electronic format to the SUBRECIPIENT by July 1 of each award period, unless ELC makes other arrangements. Each SUBRECIPIENT shall submit the completed ICQ and any other supporting files considered necessary electronically to the SharePoint SUBRECIPIENT site, FMSAS/2015-16 ICQ – Completed. If the SUBRECIPIENT does not have access to the ELC SharePoint site, ELC will provide alternative written instructions.

4. Audits

4.1. Federally-funded

This section is applicable if the SUBRECIPIENT is a state or local government or a non-profit organization as defined in 2 CFR §200.

4.1.1. In the event that the SUBRECIPIENT expends \$750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §200 and all applicable federal regulations. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DOE. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR §200.502.

4.1.2. In connection with the audit requirements, the recipient shall also fulfill the following instructions related to auditee responsibilities as provided in 2 CFR §§200.508 through 200.512.

- Financial statements and schedule of expenditures of federal awards (SEFA) discussed in sections 200.510(a) and (b).
- Summary schedule of prior audit findings as discussed in section 200.511(b).
- Obtain auditor report(s) discussed in section 200.515.
- Obtain auditor findings (if any) as discussed in section 200.516.
- Corrective action plan responses discussed in section 200.511 (c).
- Such audits shall cover the entire grantee organization for the organization's fiscal year.
- The SEFA shall identify expenditures by grant award/contract number for each grant award/contract with ELC in effect during the audit period unless otherwise disclosed as discussed in section 200.510(b)(2).
- The financial statements shall disclose whether the grantee met the matching requirement for each applicable contract/grant.
- The grantee shall fully disclose in the audit report all questioned costs and liabilities due to ELC with reference to ELC grant award(s)/agreement(s)/contract(s) involved.
- The audit procedures and the 2 CFR §200 audit reports must include ELC's annual financial monitoring report results.

EXHIBIT III AUDIT REQUIREMENTS

- 4.1.3. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year, ELC does not require an audit conducted in accordance with the provisions of 2 CFR §200. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR §200, then the cost of the audit must be paid from non-federal resources (i.e., the SUBRECIPIENT must pay the audit costs from resources obtained from non-federal and non-state entities).
- 4.1.4. Although the audit provisions of 2 CFR §200 ordinarily do not apply to for-profit subSubrecipients/sub-grantees, in the case of federal funding from the USDHHS, 2 CFR §200 does apply to commercial for-profit material service organizations, administrative entities, central agencies and other similar organizations. See 45 CFR Part 75.501 for further details
- 4.1.5. Find links to several Federal Single Audit Act resources at the following website: [Federal Single Audit Act Resources](#).
- 4.2. **State-funded**
 - 4.2.1. This part is applicable if the SUBRECIPIENT is a non-state entity as the Florida Single Audit Act (s. 215.97(2), F.S.) defines.
 - 4.2.2. In the event the SUBRECIPIENT expends \$500,000 or more of state financial assistance in any fiscal year, the SUBRECIPIENT must have a state single or project-specific audit conducted in compliance with s. 215.97, F.S.; applicable rules of DFS and chapter(s) 10.550 (Local Governmental Entities) or 10.650 (Nonprofit and For-Profit Organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DOE, other state agencies and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
 - 4.2.3. In connection with the state-funded audit requirements above, the SUBRECIPIENT shall ensure the audit complies with the requirements outlined in s. 215.97(8), F.S. This includes submitting a financial reporting package as s. 215.97(2), F.S., and chapter(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, require. Current Rules of the Auditor General require each SUBRECIPIENT to complete and submit the Financial Reporting Package Submittal Checklist as part of the annual financial reporting package. Please refer to the checklist shown as Exhibit IV.
 - 4.2.4. If the SUBRECIPIENT expends less than \$500,000 in state financial assistance in its fiscal year, the provisions of s. 215.97(2), F.S., do not require an audit. If the SUBRECIPIENT elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from non-state resources (i.e., the SUBRECIPIENT must pay the audit costs from resources obtained from non-federal and non-state entities).

EXHIBIT III
AUDIT REQUIREMENTS

- 4.2.5. Pursuant to s. 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.
- 4.2.6. Find additional information regarding the Florida Single Audit Act at the [Florida DFS website State Single Audit resources](#).

5. Report submission

5.1. The SUBRECIPIENT shall submit copies of reporting packages (including proof for the receipt date by the SUBRECIPIENT, any management letter(s) issued by the auditor and corrective action plan responses prepared by the SUBRECIPIENT) for audits conducted in accordance with 2 CFR §200 Subpart F, and as Section 4.1 of the agreement requires, directly to each of the addresses indicated.

- Submit one paper copy by mail and one electronic copy by email of the financial reporting package to ELC at the following address:

Gary Meyer, CFO
ELCHC
6302 E. Dr. MLK Jr. Blvd.,
Suite 100
Tampa, FL 33619
Email: gmeyer@elchc.org

5.2. The grantee shall submit copies of financial reporting packages that Section 4.2 of the agreement requires (including proof for the receipt date by the SUBRECIPIENT, any management letter(s) issued by the auditor and corrective action plan responses prepared by the SUBRECIPIENT) directly to each of the following addresses.

- Submit one paper copy by mail and one electronic copy of the financial reporting package to ELC at the following address:

Gary Meyer, CFO
ELCHC
6302 E. Dr. MLK Jr. Blvd.,
Suite 100
Tampa, FL 33619
Email: gmeyer@elchc.org

Any reports, management letters or other information required to be submitted to OEL/DOE pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200, Florida statutes, and chapter(s) 10.550 (local governmental entities) or 10.650 (non-profit and for profit organizations), Rules of the Auditor General, as applicable.

- The SUBRECIPIENT shall indicate in correspondence accompanying the reporting packages the date the auditors to the SUBRECIPIENT delivered the reporting package to the ELC.
- All items Auditor General Rule 10.656(3) requires, as described on [the Auditor General's Financial Reporting Package Submittal Checklist](#) and the related

EXHIBIT III
AUDIT REQUIREMENTS

[checklist instructions](#), must be included for a reporting package to be considered complete.

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

By: _____
Authorized SUBRECIPIENT Representative Date

_____ Print Name/Title

EXHIBIT IV
CERTIFICATIONS AND ASSURANCES

Certifications and Assurances Form

Authority for data collection – 45 CFR Part 98.10-12; ss. 1001.213, 1002.75 and 1002.82, F.S.

Instructions – These certifications and assurances will be in effect for the duration of this agreement. ELC shall not require amendments unless required by changes in federal or state law, or by other significant change in the circumstances affecting a certification or assurance in this agreement. The entity/agency head, or other authorized officer, must sign the certification and return it to the address listed below. No payment for this agreement will be made without this current signed Certifications and Assurances form on file.

Certification:

I, the undersigned authorized official for the named SUBRECIPIENT, hereby agree to administer the federally-funded and/or state-funded education programs on behalf of the named SUBRECIPIENT below. I certify that the SUBRECIPIENT will adhere to and comply with the Certification and Assurances and all requirements outlined within this exhibit.

Typed SUBRECIPIENT Name

Grant Number

Name/Title of Authorized Official

I certify the SUBRECIPIENT will adhere to each of the Certifications and Assurances outlined in this exhibit for participation in Federal and State Programs as applicable to the agreement.

Signature (must be original)

Date

Area Code/Telephone Number

Return original to:

Early Learning Coalition of Hillsborough County
6302 E. Dr. MLK Jr. Blvd.,
Suite 100
Tampa, FL 33619

Early Learning ELCs (and any SUBRECIPIENT subrecipients) are required to submit this certification form with an original signature along with each grant award submitted to ELC.

EXHIBIT IV

CERTIFICATIONS AND ASSURANCES

ELC will not award a grant where the SUBRECIPIENT has failed to accept the certifications this section contains. In performing its responsibilities under the agreement, the SUBRECIPIENT hereby certifies and assures that it will fully comply with the following requirements.

I. Federal certifications – applicable to all entities as noted

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

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

II. Federal or state-required assurances – applicable to OEL subrecipients

- A. The Transparency Act (as defined by 2 CFR Part 170).
- B. Other miscellaneous/general disclosures.
- C. CCDF Salary Cap annual testing requirements.
- D. Compensation report requirements
- E. Restrictions on funding ACORN.
- F. Separation of Early Learning Funds (ss. 1002.71(1) and (7), F.S., 1002.89, F.S., and 45 CFR part 98.56).
- G. Subrecipient monitoring.
- H. Immigration status.
- I. Standards of conduct.
- J. 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.).*
- K. Conflicts of Interest.
- L. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701 et seq.*
- M. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c).*
- N. Davis Bacon Act, as amended (40 U.S.C. 3141 et seq.).*
- O. Equal Employment Opportunity (EEO).*
- P. Procurement of recovered materials.*
- Q. Procurements and other purchases.
- R. Property.
- S. Reporting of matters related to recipient integrity and performance.
- T. System for Award Management (SAM) Unique Entity Identifier Requirements.
- U. Trafficking Victims Protection Act of 2000 (TVPA).
- V. Prohibition on certain telecommunications and video surveillance services or equipment
- W. Protection of human subjects

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

EXHIBIT IV
CERTIFICATIONS AND ASSURANCES

III. Federal certifications – applicable to all entities

A. Cost allocation plan or indirect cost rate proposal

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

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

B. Proper expenditure reporting

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

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

C. Status as a non-major corporation

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

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

_____ **Initial here** to verify this represents the SUBRECIPIENT’s 2021-2022reply.

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

For those that require signature, each form must be printed, signed and attached to this award when it is executed. This agreement is not valid until each form has been completed in full, signed, and attached to an original signed award.

**EXHIBIT IV
CERTIFICATIONS AND ASSURANCES**

D. Debarment Certification - Lower Tier

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion—
Contracts/Subcontracts**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

Instructions

- 1. Each Contractor whose contract/subcontract equals or exceeds \$25,000 in federal funds must sign** this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Division of Early Learning cannot contract with these types of providers if they are debarred or suspended by the Federal Government.
- 2. This certification is a material representation of fact upon which reliance was placed** when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Division of Early Learning may pursue available remedies, including suspension and/or debarment.
- 3. The Contractor shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.**
- 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “person,” “principal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract Manager for assistance in obtaining a copy of these regulations.**
- 5. The Contractor agrees by submitting this Certification that it shall not knowingly enter into any Subcontract with a person who is proposed for debarment under 48 CFR part 9,**

**EXHIBIT IV
CERTIFICATIONS AND ASSURANCES**

subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/Subcontract, unless authorized by the Federal Government.

6. The Contractor further agrees by submitting this Certification that it will require each Subcontractor of this Contract/Subcontract, whose payment will equal or exceed \$25,000 in federal funds, to submit a signed copy of this Certification.
7. The Division of Early Learning may rely upon a certification of a Contractor that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous.
8. The signed Certification must be kept in the Contract Manager's file. The Subcontractor's Certification must be kept at the Contractor's business location.

Certification

1. The prospective Contractor certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal.

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

**EXHIBIT IV
CERTIFICATIONS AND ASSURANCES**

E. Drug-free Workplace Certification

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Instructions

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the Contract is entered into. If it is later determined that the Contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the Contract takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
4. If the workplace identified to the Division of Early Learning changes during the performance of the Contract, the Contractor shall inform the Contract Manager of the change(s) if it previously identified the workplaces in question.
5. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Contractors' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR §§ 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

Criminal drug statute means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) Temporary personnel and consultants who are directly engaged in the performance of work

**EXHIBIT IV
CERTIFICATIONS AND ASSURANCES**

under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

The Contractor certifies that it will or will continue to provide a drug-free workplace by:

- (a)** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b)** Establishing an ongoing drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c)** Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d)** Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (e)** Notifying the Division of Early Learning in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract;
- (f)** Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

**EXHIBIT IV
CERTIFICATIONS AND ASSURANCES**

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Contract:

Place of Performance (street address, city, county, state, zip code)

Click or tap here to enter text.

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

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

**EXHIBIT IV
CERTIFICATIONS AND ASSURANCES**

F. Pro-Children Act of 2001/Environmental Tobacco Smoke Certification

**CERTIFICATION REGARDING
ENVIRONMENTAL TOBACCO SMOKE**

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where federally-funded children’s services are provided. HHS grants are subject to these requirements only if they meet the Act’s specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with federal funds. The statute does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

**EXHIBIT IV
CERTIFICATIONS AND ASSURANCES**

G. Filing and Payment of Taxes Certification

**CERTIFICATION OF FILING AND PAYMENT
OF FEDERAL TAXES**

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all federal tax returns required during the three years preceding this certification;

AND

2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);

AND

3. The applicant has not, more than ninety (90) days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

**EXHIBIT IV
CERTIFICATIONS AND ASSURANCES**

H. Lobbying Certification

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT IV
CERTIFICATIONS AND ASSURANCES

IV. Federal or state-required assurances – applicable to ELC subrecipients

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

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

This program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the grantee must report all sub-awards (as 2 CFR Part 170 defines) more than \$30,000, unless exempted. Please see the Award Term for Federal Financial Accountability and Transparency Act at [the HHS ACF website](#).

B. Other Assurances – miscellaneous/general disclosures

As the SUBRECIPIENT's duly authorized representative, I certify that the SUBRECIPIENT shall:

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

EXHIBIT IV

CERTIFICATIONS AND ASSURANCES

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

C. CCDF Salary Cap annual testing requirements

1. The Consolidated Appropriations Act of 2012 (P.L. 112-74), enacted December 23, 2011, and the annual Consolidated Appropriations Act public laws enacted since, limits the salary amount which SUBRECIPIENTS may charge to grants and cooperative agreements which the Administration of Children and Families (ACF) funds. SUBRECIPIENT may not use CCDF award funds to pay an individual's salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum annual Executive Level II salary for calendar year 2023 is \$212,000 and is accessible annually at the U.S. Office of Personnel Management website. This amount reflects an individual's base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The SUBRECIPIENT shall apply this salary limitation to subawards/subcontracts under this agreement. The SUBRECIPIENT's subrecipients shall:

EXHIBIT IV

CERTIFICATIONS AND ASSURANCES

- 1.1. Not use grant funds to pay for salary costs that exceed the CCDF cap.
- 1.2. Allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.
- 1.3. Perform and document an annual analysis using W-2 data.
2. All CCDF-funded grantees and sub-grantees are responsible for assuring compliance with this provision. All such CCDF fund recipients and subrecipients are responsible for enforcing other impacted entities of this compliance requirement.
3. All CCDF-funded grantees shall comply with salary cap reporting requirements outlined in this section.
4. All CCDF-funded grantees that request salaries for individuals in excess of the applicable 2023 rate of \$212,000 per year (or \$101.97 per hour for a full-time position of 2,080 hours per year) will have the submitted costs adjusted in accordance with the legislative salary limitation. The non-federal entity/grantee will be notified of this adjustment and no funds will be awarded, committed or disbursed in excess of the salary cap.
5. An individual's institutional base salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be charged to federal/state grant programs/awards. For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non DEL funds.
6. The salary limitation also applies to all subawards and subcontracts.

D. Compensation Report Requirements

In accordance with Executive Order 20-44, each grantee meeting the following criteria shall provide to the department an annual report in the format required by the department:

1) all entities named in statute with which the agency must form a sole source, public private agreement and 2) all entities that, through contract or other agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds This report shall detail the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the grantee shall submit with the annual report the most recent Return of Organization Exempt from Income Tax, Form 990, if applicable, or shall indicate that the grantee is not required to file such Form 990. This report shall be submitted by March 1 of each year. Executive Order 20-44 may be obtained via this link:

https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-44.pdf

E. Restrictions on funding ACORN

To comply with P.L. 111-117, the SUBRECIPIENT may not distribute federal funds made available under this agreement to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, the grantee may not provide federal funds to any covered organization as House of Representatives (H.R.) 3571, the Defund ACORN Act, defines.

EXHIBIT IV
CERTIFICATIONS AND ASSURANCES

F. Separation of Early Learning funds

1. Pursuant to ss.1002.71(1) and (7), F.S., s. 1002.89, F.S., and 45 CFR part 98.54, the VPK and SR programs are independent programs that separate state and federal funding. . All SUBRECIPIENT expenditures made and fiscal records maintained shall reflect funds expenditure separation.
2. The SUBRECIPIENT hereby certifies that it will expend all SR (Child Care Development Fund, TANF, Social Services Block Grant and General Revenue and matching) funds solely for operating the SR Program and the funds shall be distinctive and clearly identifiable in all fiscal records the SUBRECIPIENT maintains.

G. Subrecipient monitoring

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

H. Immigration status

The SUBRECIPIENT certifies that it agrees to comply with the provisions of s. 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 U.S.C. part 1611) ensuring that only individuals eligible for CCDF services receive them.

I. Standards of conduct

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

J. Clean Air Act and Federal Water Pollution Control Act

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

K. Conflicts of Interest

1. Pursuant to 2 CFR §200.318, *General procurement standards*, the ELC and DEL must maintain oversight to ensure SUBRECIPIENT perform scoped services in accordance with minimum standards or conduct.
 - 1.1. If the SUBRECIPIENT has a parent, affiliate or subsidiary organization that is not a state or local government the SUBRECIPIENT must also maintain written standards of conduct covering organization conflicts of interest.
 - 1.2. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the SUBRECIPIENT is

EXHIBIT IV

CERTIFICATIONS AND ASSURANCES

unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

1.3. The SUBRECIPIENT's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.

2. Related party contracts. Federal and state rules require the Subrecipient to comply with disclosure and reporting requirements regarding conflicts of interest and related party contracts. See Exhibit III. Section B.2. Related party disclosures for more information. Contract Work Hours and Safety Standards Act

L. Contract Work Hours and Safety Standards Act

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

2. The ELC shall compute wages on a 40-hour week schedule and pay non-exempt employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.

3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

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

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

2. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

3. The SUBRECIPIENT, its subSubrecipient, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The SUBRECIPIENT shall report all suspected or reported violations to ELC.

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

When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and subrecipients award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

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

2. Subrecipients shall be required to pay wages not less than once a week.

EXHIBIT IV
CERTIFICATIONS AND ASSURANCES

3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

O. Equal Employment Opportunity (EEO)

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

P. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.317, *Procurements by states*, and 200.322, *Procurement of recovered materials*, the SUBRECIPIENT will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.
 - 1.1. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - 1.2. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - 1.3. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-services>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the SUBRECIPIENT shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless the SUBRECIPIENT determines that such items:
 - 2.1. Are not reasonably available in a reasonable period of time;
 - 2.2. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - 2.3. Are only available at an unreasonable price.
3. Paragraph 2. of this clause shall apply to items purchased under this agreement where:
 - 3.1. The SUBRECIPIENT purchases in excess of \$10,000 of the item under this agreement; or

EXHIBIT IV

CERTIFICATIONS AND ASSURANCES

- 3.2. During the preceding Federal fiscal year, the SUBRECIPIENT: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Q. Procurements and other purchases

The SUBRECIPIENT must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.058, F.S. However, the SUBRECIPIENT is not required to competitively procure direct service providers for the SR or VPK Programs. The SUBRECIPIENT must have documented procurement policies and procedures that meet the minimum requirements of federal rules and regulations which are located at 2 CFR §§200.317-200.327.

R. Property

1. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules and regulations. The SUBRECIPIENT shall comply with the provisions of 45 CFR §75.318 Real property, 45 CFR §75.320 Equipment, and 45 CFR §75.321 Supplies. The SUBRECIPIENT shall include in all subrecipient contracts, and any Subrecipient contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient purchases with funds provided under the agreement to revert to the SUBRECIPIENT upon contract termination.
2. In accordance with DEL Program Guidance 240.02 – Tangible Personal Property, title to all property acquired with funds provided to the SUBRECIPIENT under this agreement shall be vested in the ELC; however, title and ownership shall be transferred to ELC upon termination of the SUBRECIPIENT participation in early learning programs, unless otherwise authorized in writing by ELC. All property required to be returned to the Office will be in good working order. See 2 CFR §200.318, General procurement standards, s. 273.02, F.S., and Rule 69I-73.002, F.A.C.
3. Pursuant to 2 CFR §200.302, Financial management, and instructions noted in the DOE Green Book, effective control over and accountability for all property and other assets is required. Small attractive items with a purchase value less than \$1,000, whether classified as equipment, technology item or supplies must be safeguarded. The SUBRECIPIENT should have a written policy on how these items will be tracked, accounted for and safeguarded.
4. The term “nonexpendable property” shall include all tangible personal property which meet the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with OEL Program Guidance 240.05 - Prior Approval, property shall not be purchased with program funds without prior approval from ELC.
5. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.

EXHIBIT IV

CERTIFICATIONS AND ASSURANCES

6. In accordance with DEL Program Guidance 240.02 – Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the early learning programs shall be listed on the property records of the SUBRECIPIENT. The SUBRECIPIENT shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02 – Tangible Personal Property, relevant Florida Statutes, state rules, federal regulations and federal cost principles. In addition to the annual inventory required by Oct. 1 of each year, whenever the custodian or custodian’s delegate changes, the SUBRECIPIENT shall conduct a physical inventory of specified equipment and provide a copy to ELC.
 7. Based on s.273.055, F.S., and Rules 69I-72.002, F.A.C., when original or replacement equipment acquired by the SUBRECIPIENT or its subrecipient/Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in section 8.
 8. The ELC and DEL’s policy concerning proceeds received from the sale of property with a current per unit fair market value up to \$5,000 is the net amount received from such sales will remain at the SUBRECIPIENT level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with OEL Program Guidance 240.01 – Cash Management. This identification of income is necessary to meet reporting requirements of the HHS. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the SUBRECIPIENT is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the ELC to be forwarded to OEL. Upon termination of a project, and at the discretion of the ELC, all equipment/property purchased with project funds will be transferred to the location(s) specified by the ELC and all necessary actions to transfer the ownership records of the equipment/property to the ELC or its designee, will be taken. Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of \$5,000, must be processed in accordance with 2 CFR §200.313(e)(2), Equipment, with the assistance and prior written approval of the Office.
- S. **Reporting of matters related to recipient integrity and performance**
Unless exempt from these requirements per OMB guidance at [2 CFR Appendix XII, Part 200](#), the SUBRECIPIENT shall maintain current information reported to the System for Award Management (SAM). Portions of these data disclosures about civil, criminal or administrative proceedings are also made available in the Federal Awardee Performance and Integrity Information System (FAPIIS). ELC is required to review and consider this and other publicly available information to evaluate/review risk related to the SUBRECIPIENT’s integrity, business ethics, and record of performance under federal awards in accordance with 45 CFR §75.352(b) (also 2 CFR §200.332(b)), *Requirements for pass-through entities*.

EXHIBIT IV
CERTIFICATIONS AND ASSURANCES

T. System for Award Management (SAM)

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

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

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

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

V. Prohibition on certain telecommunications and video surveillance services or equipment

As described in 2 CFR § 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (including direct and indirect expenditures as well as cost share and program) to: (a) Procure or obtain, (b) Extend or renew a contract to procure or obtain; or (c) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in P.L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT IV
CERTIFICATIONS AND ASSURANCES

W. Protection of human subjects.

The ELC will comply with P.L. 93-348, the National Research Service Reward Act of 1974, regarding the protection of human subjects involved in research, development, and related activities supported by this agreement.