

**STATE OF FLORIDA
DEPARTMENT OF EDUCATION
DIVISION OF EARLY LEARNING
GRANT AGREEMENT**

THIS Grant Agreement (Agreement) is between the State of Florida, Department of Education, Division of Early Learning (DEL, or the Division) and Early Learning Coalition of Escambia the (ELC), each individually a “Party” and collectively the “Parties.”

WHEREAS DEL is the designated Lead Agency for the State of Florida, which is the recipient of a Child Care and Development Block Grant (CCDBG) pursuant to 2 Code of Federal Regulations (C.F.R.) part(s) 200 and 300, which is a primary funding source for the School Readiness (SR) Program; and

WHEREAS DEL is charged with providing oversight and administration of the state’s SR Program, including the Child Care Resource and Referral (CCR&R) network and the SR Match Program, as well as responsibility for oversight and administration of the School Readiness Plus (SR Plus) Program, Voluntary Prekindergarten (VPK) Education Program, the Gold Seal Quality Care Program, Disaster Relief (DR) Program; and

WHEREAS the ELC is a statutorily created entity designated with the responsibility of administration and implementation of a local comprehensive program of CCR&R, SR Program, SR Plus Program, and the local administration of the VPK Program; and

WHEREAS DEL desires to enter into an Agreement with each of the ELCs individually to provide early learning services at the local level.

NOW THEREFORE, in consideration of the mutual promises set forth herein, DEL and the ELC agree as follows:

A. Subrecipient determination

The Division has reviewed the criteria pursuant to 2 C.F.R. § 200.331, *Subrecipient and contractor determinations*, and determined that the ELC is a subrecipient for purposes of this Agreement. The ELC acknowledges it is subject to federal audit requirements in accordance with the Uniform Administrative Requirements, cost Principles, and Audit Requirements for Federal Awards specified in 2 C.F.R. Part 200 Subpart F, *Audit Requirements*, and the Florida Single Audit Act, section (s.) 215.97, Florida Statutes (F.S.), as appropriate and shall be subject to the monitoring and audit conditions and requirements set forth in Exhibit III.

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.
5. Exhibit V – ELC Administrative and CCR&R Office Information.
6. Exhibit VI – List of Reports.
7. Exhibit VII – Service Provision.

B. Compliance with applicable laws and regulations

The ELC shall comply with the following laws, rules, and regulations, including any revision to those laws and regulations enacted or adopted after the execution of this Agreement (timely notification will be provided in writing to the ELC; while performing services and expending funds it receives or earns under this Agreement:

1. Federal Laws and Regulations

- 1.1.** 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 1.2.** 2 C.F.R. Part 25 – Universal Identifier and System for Award Management.
- 1.3.** 2 C.F.R. Part 300, 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.
- 1.4.** 45 C.F.R. Part(s) 260-265 – Temporary Assistance for Needy Families (TANF) regulations (related to 2.3).
- 1.5.** CCDBG Act of 2014 (P.L. 113-186).
- 1.6.** CCDBG Act of 1990, as amended 42 U.S.C. § 9858 et. seq.
- 1.7.** 45 C.F.R. Part 98 – Child Care and Development Fund (CCDF) – Final Rule.
- 1.8.** 45 C.F.R. Part 99 – Procedures for Hearings for the CCDF.
- 1.9.** CCDF Discretionary Fund governing requirements – Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 and subsequent amendments, codified at 42 U.S.C. § 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 C.F.R. Part 182 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
 - 1.11.2.** 2 C.F.R. Part 376 – Nonprocurement Debarment and Suspension.
 - 1.11.3.** 2 C.F.R. Part 382 – Requirements for Drug-Free Workplace (Financial Assistance).
 - 1.11.4.** 45 C.F.R. 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 C.F.R. Part 85 – Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance.
 - 1.11.6.** 45 C.F.R. Part 86 – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.
 - 1.11.7.** 45 C.F.R. Part 91 – Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from HHS.
 - 1.11.8.** 45 C.F.R. 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. Florida Statutes and State of Florida Administrative Codes (F.A.C.)

- 2.1.** Chapter 1002, Part V, F.S. – Voluntary Prekindergarten Education Program.
- 2.2.** Chapter 1002, Part VI, F.S. – School Readiness Program.
- 2.3.** Chapter 1002, Section 1002.935, F.S. – School Readiness Plus Program.

- 2.4. 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).
- 2.5. Provisions of the current HHS-approved CCDF State Plan, including all approved amendments or revisions, as administered by DEL.
- 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.
- 2.8. Chapter 6M-8, F.A.C. – Voluntary Prekindergarten Program.
- 2.9. Chapter 6M-9, F.A.C. – Early Learning Coalitions.
- 2.10. Chapter 6M-10, F.A.C. – Gold Seal Quality Care Program.
- 2.11. Chapter 69I-5, F.A.C. – State Financial Assistance.
- 2.12. Chapter 10.650 – Florida Single Audit Act Audits Non-profit and For-profit Organizations.
- 2.13. Chapter 60GG-2 - State of Florida Cybersecurity Standards.
- 2.14. Chapter 112, F.S.- Public Officers and Employees: General Provisions.
 - 2.14.1. Section 112.061, F.S. – Per diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system.
 - 2.14.2. Section 112.313, F.S. – Standards of conduct for public officers, employees of agencies, and local government attorneys.
 - 2.14.3. Section 112.3135, F.S. – Restriction on employment of relatives.
 - 2.14.4. Section 112.3143 F.S. – Voting conflicts.
- 2.15. Contracting and Procurement:
 - 2.15.1. Section 215.971, F.S. – Agreements funded with federal or state assistance.
 - 2.15.2. Section 287.057, F.S. – Procurement of commodities or contractual services.
 - 2.15.3. Section 287.058, F.S. – Contract document.
- 2.16. Chapter 119, F.S.- Public Records.
 - 2.16.1. Section 119.01, F.S. – General state policy on public records.
 - 2.16.2. Section 119.07, F.S. – Inspection and copying of records; photographing public records; fees; exemptions.
 - 2.16.3. Section 119.0701, F.S. – Contracts; public records; request for contractor records; civil action.
- 2.17. Chapter 286, F.S.- Public Business: Miscellaneous Provisions.
 - 2.17.1. Section 286.011, F.S. – Public meetings and records; public inspection; criminal and civil penalties.
 - 2.17.2. Section 286.0105 – Notices of meetings and hearings must advise that a record is required to appeal.
 - 2.17.3. Section 286.0114 – Public meetings; reasonable opportunity to be heard; attorney fees.
- 2.18. Other state laws and regulations:
 - 2.18.1. Section 11.062, F.S. – Use of state funds for lobbying prohibited, penalty.
 - 2.18.2. Section 17.04, F.S. – To audit and adjust accounts of officers and those indebted to the state.
 - 2.18.3. Section 20.052, F.S. – Advisory bodies, commissions, boards; establishment.
 - 2.18.4. Section 39.201, F.S. – Required reports of child abuse, abandonment, or neglect, sexual abuse of a child, and juvenile sexual abuse; required reports of death; reports involving a child who has exhibited inappropriate sexual behavior.
 - 2.18.5. Section 39.604, F.S. – Rilya Wilson Act; short title; legislative intent; child care; early education; preschool.
 - 2.18.6. Section 215.42, F.S. – Purchases from appropriations, proof of delivery.

- 2.18.7. Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; dispute resolution; agency or judicial branch compliance.
- 2.18.8. Section 215.97, F.S. – Florida Single Audit Act.
- 2.18.9. Section 216.181, F.S. – Approved budgets for operations and fixed capital outlay.
- 2.18.10. Section 216.301, F.S. – Appropriations; undisbursed balances.
- 2.18.11. Section 216.345, F.S. – Professional or other organization membership dues; payment.
- 2.18.12. Section 216.347, F.S. – Disbursement of grants and aids appropriations for lobbying prohibited.
- 2.18.13. Section 252.365, F.S. – Emergency coordination officers; disaster-preparedness plans.
- 2.18.14. Chapter 273, F.S. – State-Owned Tangible Personal Property.
- 2.18.15. Section 286.25, F.S. – Publication or statement of state sponsorship.
- 2.18.16. Section 287.017, F.S. – Purchasing categories, threshold amounts.
- 2.18.17. Section 287.0943, F.S. – Certification of minority business enterprises.
- 2.18.18. Section 287.133, F.S. – Public entity crime; denial or revocation of the right to transact business with public entities.
- 2.18.19. Section 287.134, F.S. – Discrimination; denial or revocation of the right to transact business with public entities.
- 2.18.20. Section 287.135, F.S. – Prohibition against contracting with scrutinized companies.
- 2.18.21. Section(s) 402.301 – 402.319, F.S. – Child care facilities provisions.
- 2.18.22. Chapter 411, Part II, F.S. – Prevention and Early Assistance.
- 2.18.23. Section 414.39, F.S. – Fraud.
- 2.18.24. Section 414.411, F.S. – Public assistance fraud.
- 2.18.25. Section 415.1034, F.S. – Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.
- 2.18.26. Chapter 427, F.S. – Special Transportation and Communications Services.
- 2.18.27. Section 435.03, F.S. – Level 1 screening standards.
- 2.18.28. Section 435.04, F.S. – Level 2 screening standards.
- 2.18.29. Section 445.032, F.S. – Transitional child care.
- 2.18.30. Chapter 815, F.S. – Computer-Related Crimes
- 2.18.31. Section 943.0542, F.S. – Access to criminal history information provided by the department to qualified entities.
- 2.18.32. Florida Department of Education (FDOE) Travel Policy Manual
- 2.18.33. Florida Department of Financial Services (DFS) Reference Guide for State Expenditures.
- 2.18.34. Rule 6M-9.120, F.A.C. – Early Learning Coalition Performance Standards and Evaluations
- 2.18.35. Section 287.05805, F.S. – Contract requirement for use of state funds to purchase or improve real property.

C. Effective and Ending dates

The Agreement shall be effective July 1, 2026, or the date the last Party signed the Agreement, whichever is later.

The Agreement shall automatically end at midnight June 30, 2027, unless 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 binding on the ELC.

D. Funding

The Fiscal Year 2026-27 General Appropriations Act (GAA) provides funds from the Child Care and Development Block Grant Trust Fund, General Revenue Fund, Welfare Transition Trust Fund, and Social Services Block Grant, for the programs described in this Agreement. Neither the State of Florida, nor DEL shall be obligated to pay for costs incurred related to the Agreement, either prior to its effective date or after its ending date.

E. Extension

Subject to the Agreement by the Parties, extension of the Agreement for services shall be in writing for a period not to exceed six (6) 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 ELC.

F. Renewal

Upon mutual Agreement, DEL and the ELC may renew the Agreement, in whole or in part, for a period that may not exceed three (3) years or the term of the Agreement, whichever period is longer and subject to the same terms and conditions set forth in the initial agreement. The renewal must be in writing and signed by both Parties and subject to availability of funds.

G. Grant Manager for the ELC and DEL

ELC’s Grant Manager	
Name:	Alphonsa Henderson
Title:	Executive Director
Address:	1720 W. Fairfield Dr. Suite 100/400, Pensacola, FL
Zip Code:	32501
Office Phone:	850.595.5400
E-mail Address:	ahenderson@elcescambia.org

DEL’s Grant Manager	
Name, Office Phone, Email	RaeMarie Stacy - 850-717-8560 email: raemarie.stacy1@del.fldoe.org
Title:	Grant Manager
Address:	Division of Early Learning 325 West Gaines Street Suite 522 Tallahassee, Florida
Zip Code:	32399-0400

H. Change in Grant Managers

In the event any Party designates different grant managers after the execution of the Agreement, notice of the new grant manager will be transmitted by email or sent in writing to all Parties within two (2) weeks and said notification will be attached to copies of the Agreement. The Grant Manager identified by the ELC shall be responsible for the signing of invoices unless an alternative ELC staff member has been authorized below or in writing to sign.

1. Additional Authorized Representative: Dawn Engel, Operations Director


2. Additional Authorized Representative: NONE

I. 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 officials duly authorized. Each person signing this Agreement warrants 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.

ELC of Escambia -FEIN: 59-3683227

By:	Alphonsa Henderson
Printed Name:	Alphonsa Henderson
Title:	Executive Director
Date:	June 10, 2026

 By providing this electronic signature and subsequent signatures and initials in this document, I attest I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I also confirm internal controls have been maintained, and policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify I confirm this electronic signature is to be the legally binding equivalent of my handwritten signature and the data on this form is accurate to the best of my knowledge.

EXHIBIT I
SPECIAL CONDITIONS

A. Accessible electronic information technology

The ELC hereby agrees that by entering into this Agreement, the ELC 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 C.F.R. § 200.336, (“*Methods for collection, transmission, and storage of information.*”)

B. Allowable costs

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

1. In payment of obligations incurred during the approved grant period,
2. In conformance with the approved program services,
3. In compliance with all applicable statutes and regulatory provisions,
4. Costs allocable to a particular cost objective,
5. Spent only for reasonable and necessary costs of the program, and
6. Not used for general expenses required to carry out other responsibilities of the ELC.

C. Assignments

DEL shall, always, retain the ability to assign or transfer its rights, duties, or obligations under the Agreement to another duly constituted State of Florida governmental agency. In the event this occurs, DEL shall give prior written notice to the ELC. The ELC agrees it will not assign responsibility for the Agreement to another party without DEL’s express written approval. The ELC agrees to notify DEL prior to a change in the ELC’s early learning programs service delivery provider. In the event DEL or another State of Florida agency approves the ELC’s transfer of obligations, the ELC retains responsibility for all Agreement-related work and expenses. In addition, the Agreement shall bind the ELC’s successors, assignees, and legal representatives to any legal entity that succeeds DEL’s obligations. The ELC’s Agreements and contracts with subrecipients must contain this Agreement’s special conditions, audit requirements, and applicable scope of work provisions.

D. Awards and volunteer recognition

If authorized by the ELC’s board, the ELC may incur expenditures not to exceed one hundred dollars (\$100) each, plus applicable taxes, to award suitable framed certificates, pins, and other tokens of recognition, not to include cash or gift cards, to those whose service to the ELC has been deemed satisfactory, in appreciation and recognition of such service per s. 110.1245(3) - (5), F.S.

1. Retiring employees, ELC employees, or any appointed member of the ELC’s board upon the expiration of such board member’s final term, or
2. Volunteers who have offered continuous and outstanding service to state-administered programs to honor, reward, or encourage such volunteers per s. 110.503, F.S.

E. Background screening

The ELC shall comply with and have written policies including the items listed in this section. An ELC with more restrictive background screening policies shall include the items listed in this section as a minimum standard.

1. The ELC shall conduct employee background screening in accordance with the requirements in this section.
2. “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, which

EXHIBIT I
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provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services. “Covered individual”, as defined in 34 U.S.C. § 40104, means an individual who has, seeks to have, or may have access to children, the elderly, or individuals with disabilities, served by a qualified entity; and who is employed by or volunteers with, or seeks to be employed by or volunteer with, a qualified entity; or owns or operates, or seeks to own or operate a qualified entity.

3. An ELC may be considered a qualified entity and therefore shall register with the Florida Department of Law Enforcement (FDLE). The ELC shall have all employees assigned to work on this Agreement screened in a manner consistent with s. 943.0542, F.S.
 - 3.1. For an ELC that meets the definition of a “qualified entity” and has staff that meet the definition of a “covered individual,” those ELC staff shall receive a level 2 background screening, per s. 435.04, F.S., that requires fingerprinting for statewide criminal history records checks through FDLE, and national criminal history records checks through the Federal Bureau of Investigation and may include local criminal records checks through local law enforcement agencies.
 - 3.2. For an ELC that meets the definition of “qualified entity” but determines that certain ELC employee(s) do not meet the definition of a “covered individual”, while having access to confidential information, those ELC staff shall receive a level 1 background screening, per s. 435.03, F.S., that requires screening for employment history, statewide criminal correspondence checks through FDLE, a check of the Dru Sjodin National Sex Offender Public Website, and a local criminal records check through local law enforcement agencies.
4. The ELC shall require any subrecipient, contractor, or subcontractor it retains that also meets either of the criteria set forth in sub-paragraphs. 3.1 and 3.2 above to be screened accordingly. The ELC shall ensure that background screening of subrecipient, contractor, and subcontractor staff is complete prior to providing services under the Agreement.
5. The ELC shall obtain and maintain on file the following documentation for all employees prior to their first day of employment and subrecipient, contractor, and subcontractor staff prior to their first day of work associated with this Agreement:

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SPECIAL CONDITIONS

- 5.1. Documentation that the individual complies with the background screening standards set forth in ss. 435.03 or 435.04, F.S., as applicable.
- 5.2. Documentation of the position description.
- 5.3. The highest level of education is claimed if the position requires.
- 5.4. All applicable professional licenses are claimed if the position requires.
- 5.5. Applicable employment history if the position requires.
6. Employee background screenings must be from no earlier than five (5) years before the employee's ELC employment date.
7. The ELC shall update an individual's background screening every five (5) years on or before the anniversary date of the prior background screening check and thereafter if the individual continues performing under this Agreement.
8. The ELC shall repeat the background screening if there is a ninety-day (90-day) lapse in employment from working on this Agreement. The ELC shall rescreen the person before assigning the person to this Agreement.
9. The ELC shall arrange for and pay all costs for employee background screenings.
10. The ELC shall require each employee it assigns to this Agreement to notify the ELC within forty-eight (48) hours of being arrested for any criminal offense.
11. The ELC shall review the alleged offense within forty-eight (48) hours of notification, determine if the offense is one that would exclude the employee under a level 2 background screening and, if so, remove the employee from work on this Agreement. If the forty-eight (48)-hour period falls on a Saturday, Sunday, or state or federal holiday, the determination shall occur on the next business day.
12. The ELC shall not allow the employee to return to work on this Agreement until cleared of all charges that would exclude the employee under a level 2 background screening.
13. As defined in s. 402.302, F.S., "A volunteer who assists on an intermittent basis for less than ten (10) hours per month is not included in the term 'personnel' for the purposes of screening and training if a person who meets the screening requirement of s. 402.305(2) is always present and has the volunteer in his or her line of sight." Background screening costs for ELC board members and volunteers are allowable ELC expenditures.
14. The ELC shall require, if applicable, its subrecipient, contractor, or subcontractor to:
 - 14.1. Notify the ELC within forty-eight (48) hours of an employee being arrested or removed from working on the Agreement for any criminal offense.
 - 14.2. Review the alleged offense within forty-eight (48) hours, determine if the offense is one that would exclude the employee under a level two background screening and, if so, remove the employee from work on the Agreement. If the forty-eight (48) hour period falls on a Saturday, Sunday, or state or federal holiday, the determination shall occur on the next business day.
 - 14.3. Not permit the employee to return to work on the Agreement until cleared of all charges that would exclude the employee under a level 2 background screening.
15. Any subrecipient, contractor, or subcontractor who does not meet the definition of "Qualified Entity" or who FDLE has determined does not meet the definition of "Qualified Entity" or whose employee(s) does not meet the definition but that employee(s) will perform duties under contract with the ELC and are permitted unsupervised access to ELC or DEL confidential information (about the children in care or their family and child care providers) shall comply with all requirements listed in Section E above. However, the screening shall only include the equivalent of a level 1

EXHIBIT I SPECIAL CONDITIONS

background screening that requires screening for employment history, statewide criminal correspondence checks through FDLE, a check of the Dru Sjodin National Sex Offender Public Website, and local criminal records check through local law enforcement agencies. For subrecipients, contractors, or subcontractors that have staff residing out of the State of Florida, the ELC's Agreement with the subrecipient, contractor, or subcontractor shall include a requirement for the subrecipient, contractor, or subcontractor employees assigned to the Agreement to receive the equivalent of a level 1 screening in the state in which the employee resides.

16. Any subrecipient, contractor, or subcontractor 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.
17. Written policies may exclude reference to a subrecipient, contractor, or subcontractor if not applicable. However, if an ELC contracts with a subrecipient, contractor, or subcontractor during the term of this Agreement, the ELC must update the policies to include reference, and these requirements must be included in the Agreement with the subrecipient, contractor, or subcontractor.

F. Breach of security/confidentiality

As defined in s. 282.0041(19), F.S., "Incident" means a violation or an imminent threat of violation, whether such violation is accidental or deliberate, of information technology resources, security, policies, or practices. An imminent threat of violation refers to a situation in which a state agency has a factual basis for believing that a specific incident is about to occur.

As defined in s. 501.171(1)(a), F.S., "Breach of security" means unauthorized access of data in electronic form containing personal information. Good faith access of personal information by an employee or agent of the covered entity does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.

1. The ELC agrees to comply with s. 501.171, F.S., related to the security of confidential personal information and understands the ELC, for this purpose, will be considered a third-party agent as referenced in this statutory section.
2. The ELC shall immediately notify the Department's Information Security Manager (at InfoSecTeam@fldoe.org) of any incident, breach, or breach of security of which it becomes aware. Notwithstanding requirements of s. 501.171(3), F.S., within twenty-four (24) hours of the incident, the ELC shall provide written notification to the Department's Information Security Manager 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 ELC has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the ELC has taken or shall take to prevent future similar unauthorized use or disclosure. The ELC shall provide any additional information, including a full written report, as reasonably requested by the Division.
3. If the Division, at its sole discretion, determines the ELC has failed to comply with any confidentiality provision of this Agreement, or determines prompt and satisfactory

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corrective action has not occurred, the Division has the unilateral right to suspend the Agreement until it is satisfied corrective action has been taken, or terminate the Agreement. If this Agreement is terminated, the ELC must immediately surrender to the Division all confidential information and copies thereof obtained under the Agreement and any other information relevant to the Agreement.

4. The ELC understands and agrees that all reasonable fees and costs necessary for the Division to remedy any breach of confidentiality due to the conduct of the ELC, including its employees, subcontractors, agents, affiliates, or any individual within the control of the ELC, shall be the ELC's sole responsibility. The ELC shall fully 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 ELC 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 requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the ELC will be subject to penalties as follows:
 - 5.1. **Criminal Penalties:** The ELC, including its employees, agents, contractors, subcontractors, 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 ELC, including its employees, agents, contractors, subcontractors, affiliates, or any other individual who breaches the confidentiality requirements of this Agreement or applicable laws, are subject to all civil remedies available to the Division and the State of Florida.

G. Confidential data

1. 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 C.F.R. § 200.338, *Restrictions on public access to records*, and 2 C.F.R. § 200.1, *Definitions - Protected Personally Identifiable Information (Protected PII)*, to review federal grant program instructions.
2. The ELC acknowledges that each agency, organization, or individual receiving confidential and exempt records 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.
3. The ELC shall develop processes and procedures to secure confidential data.
4. The ELC, including its employees, subcontractors, 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>.

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Failure to strictly comply with this provision shall constitute a breach of this Agreement's terms.

H. Contingency statement

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

I. Cooperation in investigations

The ELC shall fully cooperate with DEL 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.

J. E-Verify

1. The ELC (and its subrecipients/subcontractors) has an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Agreement, the ELC certifies that it is registered with, and uses, the E-Verify system for all newly hired employees.
2. The ELC must obtain an affidavit from its subrecipients/subcontractors in accordance with paragraph (2)(b) of s. 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement. To implement this provision, the ELC shall provide 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 to the DEL Grant Manager within five (5) days of the effective date of this Agreement. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.)
3. Upon each ELC or subrecipient/subcontractor new hire, the ELC must provide a statement within five (5) calendar days to the DEL Grant Manager identifying the new hire with its E-Verify case number.
4. This section serves as notice to the ELC regarding the requirements of s. 448.095, F.S., specifically sub-paragraph (2)(c)1., and the Division's obligation to terminate the Agreement if it has a good faith belief that the ELC has knowingly violated s. 448.09(1), F.S. If terminated for such reason, the ELC will not be eligible for award of a public Agreement for at least one (1) calendar year after the date of such termination.
5. The Division reserves the right to order the immediate termination of any Agreement/contract between the ELC and a subrecipient/subcontractor performing work on its behalf should the Division develop a good faith belief that the subcontractor has knowingly violated s. 448.09(1), F.S.

K. Fiscal and administrative control

The ELC shall neither assign nor subcontract direct fiscal or administrative control or responsibility for the Agreement to another party. The ELC shall at no time assign control over administrative functions to any other individual or organization. The ELC 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 ELC may contract with a vendor for general accounting and human resource functions; however, such contracts shall specify that the ELC shall have immediate accessibility to all records and documents. The vendor must maintain, by law, the required confidential data.

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2. The ELC shall notify DEL within forty-eight (48) hours of the ELC formally initiating a contract for services alteration or termination, approaching another ELC to discuss a possible merger, or directly offering early learning services to another entity previously provided on the ELC's behalf. The ELC shall also notify DEL within forty-eight (48) hours of the ELC's board approving any motion to alter or terminate a contract for services, approaching another ELC to discuss a possible merger, or directly offering services to another entity previously provided on the ELC's behalf. A contract for services is a contract for system support or direct enhancement services. Once the ELC's board approves, the ELC shall, at a minimum of ninety (90) calendar days prior to the service transition, submit a School Readiness Program Plan amendment to DEL for review and approval, if appropriate. The School Readiness Program Plan amendment shall outline the transition for services. The change may alter the status of relevant portions of the plan from "approved" to "approved with conditions" while the ELC implements its board-approved changes.
3. In emergency situations, when the ELC is unable to meet this section's notice requirements, the ELC shall immediately notify the DEL Financial Administration and Budget Services Manager of any action altering or terminating a contract for services or requiring the ELC to directly offer services to another entity previously provided on the ELC'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 ELC shall follow the statutory requirements for emergency procurement. The ELC executive director or board chair must forthwith prepare a written statement certifying the emergency as valid. The ELC must prepare the written statement of an emergency within thirty (30) calendar days of the contractor or ELC 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.

L. Florida Abuse Hotline reporting

In compliance with s. 39.201, F.S., any employee of the ELC or its subcontractors shall immediately report such knowledge or reasonable suspicion to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) or by visiting [Department of Children and Families Abuse](#) if the employee knows or has reasonable cause to suspect a child is:

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

M. Force majeure and notice of delay from force majeure

Neither DEL nor ELC 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 DEL or the ELC 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

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control, or for any of the foregoing which affects subcontractors or suppliers if there is no available alternate supply source.

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

The preceding three sentences shall be the ELC's sole remedy or excuse regarding the delay. The ELC must provide notice in strict compliance with this section to receive the remedy. DEL, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the ELC of DEL's decision in writing. The ELC shall not assert a claim for damages, other than for an extension of time, against DEL. The ELC is not entitled to an increase in the Agreement price or payment of any kind from DEL 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 ELC shall perform at no increased cost, unless DEL determines, in its sole discretion, the delay will significantly impair the Agreement's value to DEL or the state. In which case, DEL may take any or all the following actions:

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

N. 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 arising out of or relating to this Agreement. The venue of all actions pertaining to this Agreement shall incontestably be in Leon County, State of Florida.

O. Indemnification

The ELC shall be liable for, indemnify, defend, and hold DEL and all its officers, directors, agents, and employees harmless from all claims, suits, judgments, or damages that may arise from the ELC or any of its agents, subcontractors, 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 and defense obligation holds true whether liability is direct or indirect, and whether damage is to any person or tangible or intangible property.

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P. Independent coalition status

In the ELC's performance of its duties and responsibilities under the Agreement, it is mutually understood and agreed the ELC is always, acting and performing as an independent contractor and not as a division or subpart of DEL. Nothing in the Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

Q. Insurance and risk mitigation

1. The ELC shall maintain liability insurance coverage on a comprehensive basis and always hold such liability insurance in force during the existence of the Agreement and any renewal(s) or extension(s) of it. By execution of the Agreement, the ELC accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the ELC and the clients served under the Agreement.
2. The ELC shall maintain errors and omissions insurance on each of its board members.
3. The ELC shall maintain the fidelity bonding of each of its fiscal personnel.
4. The ELC 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, section D.4.).
5. The ELC will have and continuously maintain in force all other types of insurance as required by law.
6. In the event any of the coverage described above is cancelled by the insurer(s) for any reason, the ELC shall immediately notify the Division of such cancellation and shall obtain replacement coverage acceptable to the Division and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.
7. All insurance policies shall be issued by qualified insurers doing business in Florida, and proof of coverage shall be provided to the Division upon request via standard ACORD certificates of insurance.
8. In accordance with 2 C.F.R. § 200.310, "*Insurance coverage*", the ELC 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.

R. Intellectual property rights

1. All data DEL creates or that the ELC receives from DEL, whether electronic or hardcopy, during the duration of this Agreement is and shall remain DEL's property. The ELC shall surrender the data to DEL without delay at no cost to DEL upon expiration, termination, or cancellation of this Agreement (see [2 CFR 200.448 -- Intellectual property](#), *Intangible property and copyrights*). The following terms and conditions apply to all grant recipients, unless explicitly waived.
 - 1.1. With respect to all products created by the ELC pursuant to this Agreement, said materials will be and shall remain the property of DEL.
 - 1.2. To the extent any product constitutes a "work" within the meaning of U.S. copyright laws, 17 United States Code (U.S.C.) 101, *et seq.*, it shall be a "work made for hire." In the event a court of competent jurisdiction determines a product, or material is not a work made for hire as a matter of law, the ELC shall assign and convey to DEL all rights, title, and interest in the product or material and require its employees and subcontractors to do the same.

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- 1.3. The ELC agrees its employees will not assert any ownership or claim of the product produced pursuant to this Agreement. The ELC shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors to secure DEL's rights.
- 1.4. Any claim by the ELC of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
- 1.5. The ELC agrees that if it hires any third party to perform any work pursuant to this Agreement, the work shall be on a "work made for hire" basis and shall not in any way infringe upon DEL's rightful ownership of the product.
- 1.6. The ELC agrees not to convey any real or asserted rights in the product to a third party.
- 1.7. If the ELC hires a third party to perform any work which 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 ELC and DEL 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 DEL and the ELC to further the use of the products in the educational community.
3. Pursuant to 2 C.F.R. Part 200 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, the ELC agrees to the extent applicable under this Agreement, to comply with the following:

Contracts or Agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the contractor in any resulting invention in accordance with 37 C.F.R. 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 the broad topic of early learning programs, the ELC shall forthwith refer the discovery or invention to DEL.
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, DEL will forthwith refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. All patent rights accruing under or in connection with the performance of the Agreement are hereby expressly reserved to the State of Florida.
5. Pursuant to s. 286.021, F.S., and subject to claims of the HHS, all copyrights accruing under or in connection with the ELC'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 2 C.F.R. §200.315, 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 ELC or its sub-grantees or contractors purchase with such federal funds.
7. Pursuant to federal and state laws, the ELC will not violate the copyrights of any third party during the performance of the scope of work for this grant award.

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The ELC further warrants that each deliverable produced pursuant to this award, ELC's production of the deliverable(s), and the Division'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 ELC 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 ELC 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 ELC agrees it 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.

S. Logo usage

1. The ELC is not required to use DEL logos; however, if it chooses to do so, the ELC shall only use DEL logos approved by DEL. This section does not apply to ELC's logos. For more information see: *SharePoint>Coalitions Zone>Executive Services>Communication Hub>Learn More>Logos*.
2. The ELC shall update electronic DEL logos used locally in electronic materials to the current DEL-released logo within sixty (60) calendar days of release except for the electronic DEL-related logos embedded in the DEL-approved system software. The ELC shall notify DEL in writing of any circumstances resulting in a delay in the updated logo implementation.

T. Mandatory reporting of fraud and criminal activity

In accordance with 2 C.F.R. § 200.113, *Mandatory disclosures*, the ELC and its approved subcontractors must comply with and inform its employees of mandatory reporting requirements. Each employee of the ELC and any subcontractor (subrecipient or contractor) providing services in connection with this Agreement shall disclose to the Office of Inspector General 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). DEL is required to review and consider any publicly available information about the ELC on the online SAM Registrations & Federal Contracting Service [usfcr.com](https://www.usfcr.com).

U. Public Records Certifications for Membership dues, subscriptions, and licensing fees

The ELC shall comply with the terms of s. 216.345, F.S., 2 C.F.R. §200.454, and 2 C.F.R. § 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 of memberships, subscriptions, or licenses for which the ELC paid, maintained by the ELC, 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 activities of the organization(s) that pertain to the public federal/state grant programs that the ELC funded.

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V. Additional specific award conditions

Pursuant to 2 C.F.R. § 200.208, *Specific conditions*, if the ELC is found to be in noncompliance with fund source requirements or determined to be “high risk” as defined by 2 C.F.R. § 200.519 Criteria for Federal program, the ELC shall be subject to the imposition of additional specific conditions.

W. Notification of legal action

The ELC shall notify DEL of legal actions taken against it or potential legal actions of which it may become aware, such as lawsuits related to services provided through this Agreement, which may impact the ELC’s ability to deliver the contractual services or may adversely impact DEL. The ELC shall notify DEL in writing within twenty-four (24) continuous hours of becoming aware of such actions or from the day of the legal filing, whichever comes first.

X. 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, DEL 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 shall always prevail.

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

Y. Personnel, address, and other changes

1. Changes in key personnel

The ELC shall notify DEL in advance but no later than five (5) calendar days after any changes in the ELC’s key personnel positions. Key personnel positions include the 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/interim staff. The ELC shall post notices regarding key personnel staffing changes to *SharePoint/Coalitions Zone/Executive Services/ELC Changes* and email the notice to ELCStaffingNotifications@del.fldoe.org.

2. Personnel costs – time distribution

The ELC shall base charges to federal projects for personnel costs, whether treated as direct or indirect costs, on payrolls documented in accordance with generally accepted practices from and approved by a responsible official(s) of the contractor/grantee. Such generally accepted practices must comply with the instructions provided in DEL’s Cost Allocation Guidance. When employees work on multiple activities or cost objectives (e.g., more than one federal grant program, a federal grant program and a non-federal grant program, an indirect cost activity and a direct cost activity, two or more indirect activities that are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages must 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.

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- 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 with first-hand knowledge of the employee's performed tasks.

3. Address, email, and phone changes

No later than thirty (30) calendar days prior to any change, the ELC shall notify DEL of any changes in the ELC's telephone number (parent line and main line), email, or physical address. Such notification shall be in writing and the ELC shall post notices regarding these changes to *SharePoint/Coalitions Zone/Executive Services/ELC Changes*.

Z. Policy compliance

The Agreement requires the ELC to comply with all DEL Program Guidance, whether current, subsequently revised, or new, which is hereby incorporated by reference within this Agreement and/or referenced within the Early Learning Notices of Award issued to provide funding for services governed by this Agreement, including but not limited to the following:

1. Program Guidance 101.02 – Records Confidentiality.
2. Program Guidance 202.80 – Early Learning Coalition Annual Reports.
3. Program Guidance 240.01 – Cash Management Procedures.
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 Guidelines.
8. Program Guidance 240.06 – Reimbursement Requests.
9. Program Guidance 240.09 – Reobligation of Returned Restitution.
10. Program Guidance 240.10 – Travel.
11. Program Guidance 240.20 – Tracking Costs for Disasters.
12. Program Guidance 240.23 – Procurement.
13. Program Guidance 240.24 – Expenditure Validation.
14. Program Guidance 250.01 – Other Cost Accumulators (OCAs) Working Definitions.
15. Program Guidance 400.01 – Federal Poverty Guidelines and State Median Income Estimates.
16. Program Guidance 404.01 – School Readiness Program Transfers.
17. Program Guidance 420.03 – SR Quality Performance.
18. Program Guidance 440.10 – SR Match Program.
19. Program Guidance 440.50 – VPK Wrap Rates.
20. Program Guidance 440.60 – Teenage Parent Programs (TAPP) Reporting.
21. Program Guidance 508.06 – Requirements for VPK Director Credential.
22. Program Guidance 508.20 – Supplemental Service Fees in the VPK Education Program.
23. Program Guidance 508.21 – Prohibited Fees and Charges in the VPK Education Program.
24. Program Guidance 508.22 – Prohibited Forms of Discrimination in the VPK Education Program.
25. Program Guidance 510.50 – School District Minimum Funding.
26. Program Guidance 520.03 – Instructional Hours for the VPK Program.
27. Program Guidance 530.05 – Statewide Provider Contract Monitoring Tool for the VPK Education Program.
28. Program Guidance 600.01 – Child Care Resource and Referral Program Requirements.
29. Chapter 60GG-2, Florida Administrative Code – State of Florida Cybersecurity Standards

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ELCs can access these documents electronically using the following path: *SharePoint Coalition Zone>Resources>Program Guidance>Issued Program Guidance>FYXX*

AA. Prior approval requests

The ELC shall request and obtain prior written approval from DEL before purchasing select items of cost, in compliance with 2 C.F.R. §200.407, *Prior written approval*, and DEL Program Guidance 240.05 – Prior Approval.

BB. Prohibited entertainment costs

The ELC shall comply with 2 C.F.R. §200.438, *Entertainment costs*, 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).

CC. Prohibited food and food-related costs

Except as otherwise provided by law, the ELC may not use state, federal, or local matching funds directly or indirectly to pay for meals, food, or beverages for ELC board members, ELC employees, or subcontractor employees, pursuant to s. 1002.83(13), F.S.

DD. Prohibited lobbying costs

1. Pursuant to s. 216.347, F.S., no funds awarded under this Agreement may be used for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes. In accordance with 2 C.F.R. § 200.415, *Required certifications*, each ELC must certify federal awards will not be used for lobbying.
2. If the ELC has or will pay any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employees of Congress, or employee of a member of Congress in connection with this federal Agreement, grant, loan, or cooperative Agreement, the ELC shall complete and submit [Standard Form – LLL, Disclosure Form to Report Lobbying](#) according to its instructions.
3. The certification in Exhibit IV is a material representation of fact upon which the Parties placed reliance when they made or entered into this transaction. Pursuant to 31 U.S.C. § 1352, the ELC is required to submit this certification as a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand (\$100,000) for each such failure.

EE. Required Contract Language

The ELC shall require that the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative Agreements) include this certification's (Exhibit IV) language and all subrecipients shall certify and disclose accordingly.

FF. Prohibited property purchases

The ELC may not expend funds appropriated for the SR Program, including matching funds, for the purchase, lease, or improvement of land; for the purchase, lease construction or permanent improvement of any building or facility; or for the purchase or lease of buses. The ELC may

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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 and governing health and safety requirements (See s. 1002.89(5), F.S.). Pursuant to s. 287.05805, F.S., ELCs shall include in its standard contract document/lease a requirement that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as furthered by law.

GG. Public entity crimes

1. Convicted vendor list

The ELC must attest to compliance with ss. 287.133(2), (3)(a), and (3)(b), F.S. by signing the Agreement, the ELC acknowledges that it and any subcontractors or subrecipients receiving early learning program funds through the ELC are in compliance with this section and that the ELC and any subcontractors are not disclosed on the [Florida Department of Management Services website](#). The ELC understands and agrees it must inform DEL immediately, through the most expeditious means available, 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 ELC shall also verify no party to the Agreement is on the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. Coalition staff can register on [USDA Website - Disqualified List](#) to view up to date information regarding the disqualified list. The ELC shall maintain current verification documentation at all times.

2. Discriminatory vendor list

The ELC must attest to compliance with ss. 287.134(2)(a), (3)(a), and (3)(b), F.S. By signing this Agreement, the ELC hereby assures, through the duly-appointed authorized representative, that neither it, nor any ELC 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 ELC understands and agrees that it must inform DEL immediately, through the most expeditious means available, 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 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 a company that is engaged in business operations in Cuba or Syria, is ineligible to, 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 one million (\$1 million) or more. A company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with, an agency or local governmental entity for a contract in any amount. (See s. 287.135(2), F.S.)

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Any contract the ELC enters into or renews on or after July 1, 2018, for goods or services of one million dollars (\$1million) or more, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, as provided under s. 287.135(5), F.S., 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. Further, all contracts the ELC enters into or renews on or after July 1, 2018, must also contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, as provided under s. 287.135(3)(b), F.S.

In accordance with the provisions of s. 287.135(3) and (5), F.S., the ELC, by signing this Agreement, hereby certifies that the ELC and any actively contracted company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria and is not participating in a boycott of Israel. The ELC further acknowledges and agrees that DEL may immediately terminate this Agreement for cause if the ELC is found to have submitted a false certification or if the ELC is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

HH. Public records law compliance, access, and confidentiality

1. All ELC 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 accessible to the public.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by mail at:

Department of Education, Division of Early Learning

325 West Gaines Street, Suite 522

Tallahassee, Florida 32399-0400

by telephone at (850) 245-0735, or [Public Records Requests \(fldoe.org\)](http://fldoe.org).

2. In accordance with s. 1002.97, F.S, the individual records of children enrolled in the SR program provided under chapter 1002, Part VI, F.S., held by the ELC or DEL, 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. In accordance with s. 1002.72, F.S., the personally identifiable records of children enrolled in the VPK program provided under chapter 1002, Part V, F.S., and any personal information contained in those records, are confidential and exempt from s. 119.07(1), F.S., and s. 24(a), Article I of the State Constitution.

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4. The ELC shall allow the parent the right to inspect and review the individual SR and VPK program record of his/her child and provide the parent with a copy of the record upon request.
5. The ELC shall allow access to SR and VPK program records as specified in ss. 1002.97 and 1002.72, F.S.
6. The ELC shall provide the public with access to public records on the same terms and conditions that the Division 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.
7. Pursuant to 2 C.F.R. § 200.337, (“*Access to records*”), the ELC agrees to provide access by the Division, the Florida DFS, the Florida Auditor General, HHS, Inspectors General 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 ELC 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 interviewing 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.
8. The ELC 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 Division under this Agreement.
9. The Division shall have the right to audit the ELC’s records and practices related to the use and disclosure of confidential information. The ELC agrees to make internal practices, books, and records, including policies, procedures, and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by the ELC on behalf of the Division, available to the Division upon request.
10. The ELC shall include the afore-mentioned audit and recordkeeping requirements in all approved subcontracts and assignments.

II. Records retention

The ELC shall document activities related to SR and VPK program implementation, including administrative and reporting responsibilities. Documentation shall be sufficient for an audit trail and compliance with 2 C.F.R. § 200.334, (“*Retention requirements for records*”). The ELC shall maintain written or electronic documentation of transaction files, policies, processes, controls, and other detailed supporting records the ELC submits per DEL instructions and makes available for review upon request.

1. The ELC shall have a proper accounting system in accordance with generally accepted accounting standards.
2. The ELC shall account for expenditures from each Early Learning Program funding separately. The ELC shall require the same of its subcontractors.
3. The ELC shall establish and maintain records related to eligibility, enrollment files, provider payments, ELC staff background screenings, and other documents required for implementing early learning programs.

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4. The ELC shall establish a five (5) year records retention requirement for attendance and sign-in/sign-out records for all SR, and VPK services. The ELC may not alter or amend SR attendance records after December 31 of the subsequent fiscal year. The VPK student enrollment count may not be amended for a prior fiscal year after the date specified in s. 1002.71(3)(c), F.S.
5. To comply with generally accepted accounting procedures and practices, the ELC 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 reflect all revenues and funds.
6. The ELC shall maintain all accounts, records, and other supporting documentation for all SR and VPK 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 ELC shall ensure accounting records reflect the separation of all programs/activities the ELC 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 ELC shall maintain a clear audit trail showing details of expenditures related to the applicable program/activity.
8. The ELC shall require that its subrecipients and subcontractors follow the same terms and conditions contained in this Agreement. The ELC shall require its subrecipients and subcontractors to enter into and use appropriate nondisclosure Agreements as necessary to maintain the data's confidentiality and security. The ELC shall also require individuals who have access to such data to complete an individual nondisclosure form that the ELC or its contractor shall maintain on file. DOE's AUP Acceptable Use form can be found using the following path: *SharePoint>Coalition Zone> Finance & Administrations Budget Services> Training and Presentations>Fiscal Year.*
9. The ELC shall comply with the records retention requirements in Florida as defined in rule 1B-24.003 F.A.C. The General Records Schedule GS1-SL for State and Local Government Agencies sets retention requirements for records documenting administrative and program functions common to several or all government agencies. The retention periods set forth in the general records schedules are based on federal and state laws and regulations, general administrative practices, and fiscal management principles. The General Records Schedule GS1-SL includes the following requirements related to grant files for recipients:
 - 9.1 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, financial reports, and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied, and final payments have been received.

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- 9.2** 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 Division or its designees upon its request.
- 10.** The ELC shall develop a procedure to maintain all personnel information relating to employee records and other supporting documentation for a minimum period of five (5) fiscal years after the employee's separation or termination of employment. Employee records include, but are not limited to, employment applications, résumés, personnel action reports, correspondence, fingerprints, background screenings, educational background, performance evaluation reports, workers' compensation reports, copies of I-9 forms, benefits records, work schedules/assignments, training records, emergency contact information, and other related materials. The ELC shall retain any records needed beyond the stated retention period to calculate postemployment benefits.

JJ. Renegotiation or modification

Any modifications to the provisions of this Agreement shall only be valid when they have been renegotiated, are in writing, and all Parties have duly signed and dated them.

KK. Severability

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

LL. Sponsorship/public announcements

- 1.** The ELC agrees to comply with s. 286.25, F.S. ("*Publication or statement of state sponsorship*"), and use the following statement in publicizing, advertising, or describing the sponsorship of early learning projects that the ELC fully or partially finances with state funds or funds from a state agency: "Sponsored by (name of organization) and the State of Florida." If the referenced sponsorship is in written material, the words "State of Florida" shall appear in the same size letters or type as the ELC's name.
- 2.** The ELC agrees to comply with Public Law (P.L.) 103-333, s. 508, when issuing 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 ELC and its subrecipients to clearly state (1) the percentage of the total cost of the program or project that federal money will finance, (2) the dollar amount of federal funds used for the project or program, and (3) the percentage and dollar amount of the total cost of the project or program that nongovernmental sources will finance.

MM. State and federal requirements

The ELC shall comply with its DEL-approved plan and applicable federal and state laws, rules, and regulations when expending funds received or earned under this Agreement for early learning programs and services.

NN. Supplement, not supplant

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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 shall not be used to supplant, take the place of, or replace the state and local funds used to offer those programs and services.

OO. Termination of Agreement

Federal and state standards for procurement and contracts administration require all contracts more than ten thousand dollars (\$10,000), to address events which trigger termination, the manner by which termination shall be affected, and the basis for settlement. See 2 C.F.R. Part 200 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

- 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, DEL may terminate the Agreement in writing with no less than 24 hours' notice. The ELC shall receive notice by certified mail with proof of delivery or in person with proof of delivery after being notified verbally by the DEL grant manager. DEL shall be the final authority as to funds availability and will not reallocate funds earmarked for the Agreement to another program, thus creating or causing lack of funds.
- 2. Termination for cause.** In the event of termination of this Agreement by DEL for cause, the ELC shall be liable for DEL's expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor. Additional details are described in Section 23 of DMS PUR 1000 ([*“General contract conditions”*](#)).
- 3. Termination for convenience.** DEL, by written notice to the ELC, may terminate the Agreement in whole or in part when DEL determines, in its sole discretion, it is in the state's interest to do so. The ELC 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 Division, the ELC shall:
 - 4.1.** Stop work under the Agreement on the date and to the extent specified in the notice.
 - 4.2.** Complete performance with fidelity of the work not terminated by the Division.
 - 4.3.** Take such action as may be necessary, or as the Division may specify, to protect and preserve any property related to the Agreement which is in the possession of the ELC and in which the Division has or may acquire an interest.
 - 4.4.** Transfer, assign, and make available to the Division all property and materials belonging to the Division, upon the effective date of termination of the Agreement. No extra compensation will be paid to the ELC 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 and records retention.

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PP. Travel and per diem

Section 112.061, F.S., specifies in what manner the ELC may reimburse all travel-related costs that ELC governing board members, employees, agents, or subcontractors incur. The applicable statute allows costs for preapproved, reasonable, and necessary per diem allowances and travel expenses. The ELC 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.

QQ. Unallowable or prohibited expenditures

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

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

Similarly, Attorney General Opinion 78-101 prohibits, unless expressly provided by law, expenditures from program funds for gift cards. Purchases or leases of motor vehicles are prohibited, unless expressly provided by law, in accordance with section 287.14(3), F.S. Payment of items used generally for the personal convenience of employees, (example: portable heaters, fans, refrigerators, microwaves, clocks for private offices, coffee pots, and supplies, and supplemental lighting fixtures, etc.), and which are not apparently necessary for the ELC to carry out its statutory duties must provide justification for the purchase of these items or perquisite approval. State funds cannot be expended to satisfy the personal preference of employees (example: an agency may not purchase more expensive office furniture or equipment than is necessary to perform its official duties because the employee prefers a more expensive item).

RR. Unauthorized alien(s)

The ELC shall not employ unauthorized or undocumented aliens. The Division 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 a violation shall be the cause for unilateral cancellation of this award by the Division.

SS. Warrant of ability to perform

The ELC warrants, to the best of its collective 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 ELC's ability to perform under the Agreement. The ELC shall immediately notify DEL in writing if its ability to perform is compromised for any reason or in any manner or if it becomes involved in any litigation during the term of the Agreement.

TT. Whistleblower's Act

In accordance with s. 112.3187, F.S., the ELC shall not retaliate against an employee for reporting violations of law, rules, or regulations that create and present a substantial and specific danger to the public's health, safety, or welfare. Furthermore, the ELC shall not retaliate against any person who discloses information to an appropriate agency alleging

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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 ELC shall inform its employees that they and other persons may file a complaint with the Office of the Chief Inspector General, the Department's Inspector General, the Florida Commission on Human Relations or the Whistleblower's Hotline number at 1-800-543-5353. Additional local ELC whistleblower policy and procedures also apply.

UU. Mandatory authorization to inspect

In accordance with s. 216.1366, F.S. ("*Contract terms*"), the ELC shall authorize the Division to inspect: (a) financial records, papers, and documents of the ELC that are directly related to the performance of the Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the ELC which the Division determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The ELC must provide such records, papers, and documents requested by the Division within ten (10) business days after the request is made.

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A. General statement

1. Purpose and general information

This Agreement establishes terms and conditions with which the ELC agrees to comply in exchange for federal and state funds from DEL. Within its service area, the ELC shall operate the VPK and SR Programs, which include the CCR&R network, Warm-Line services, child eligibility and management of child care placements, and additional direct enhancement services. The ELC shall comply with federal and state statutes or rules superseding the provisions of this Agreement.

DEL, at its sole discretion and upon a written request by the ELC, will consider offering an extension for any listed tasks, timelines, or deliverables. Notification of any deliverable extension granted shall be provided in writing by the DEL grant manager to the ELC.

2. Funding and budget

DEL shall notify the ELC of its funding allocations under the Agreement by way of Notice of Award, which states the award period(s). Noncompliance with the terms and conditions of this Agreement and/or the Notice of Award may result in the ELC losing grant funds or DEL suspending or terminating the Agreement or disallowing costs. DEL has the authority to amend the ELC's Notice of Award to reallocate funds.

3. Major goals

- 3.1. Develop comprehensive, research-based, developmentally appropriate, state, and local SR and VPK Programs, which involve the parent as the child's first teacher, serve as a preventive measure for children at risk of future school failure, and enhance the educational readiness of young children. The SR and VPK Programs shall be of assistance to parents in preparing their children, who may be at risk, for educational success including, as appropriate, early care and education, health/developmental screening, and referral.
- 3.2. Make the SR and VPK Programs available to families, based on eligibility, in a variety of settings (e.g., private, faith-based, family child care, public) to meet each family's needs.
- 3.3. Help eligible families afford quality early learning services.
- 3.4. Enable eligible parents to participate in workforce training, pursue higher education, and remain in the workforce so they may achieve economic self-sufficiency.
- 3.5. Offer training, technical assistance, consumer education, and information to SR and VPK Program providers and families about child development and other topics related to early learning and community resources, as appropriate.
- 3.6. Facilitate a coordinated system of care for children impacted by these programs.
- 3.7. Provide a statewide differential payment program for the SR Program (Quality Performance Incentives) that:
 - 3.7.1. Increases payment rates for providers that exhibit quality per Rule 6M-4.500, F.A.C.
 - 3.7.2. Incorporates local participation in supports that increase the quality of early learning experienced by children in the SR Program.
 - 3.7.3. Generates statewide data used to target quality improvement.

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- 3.8. Assist and support VPK and SR providers' capacity to address and enhance each child's ability to make age-appropriate progress in an appropriate range of settings. This development includes, but is not limited to, language, cognitive, emotional, social, regulatory, and moral capacities.
- 3.9. Ensure contracted providers are compliant with all statutes and rules governing the SR and/or VPK Program(s) and issue corrective action for noncompliance.
- 3.10. Maximize SR and VPK awareness in the ELC's service area.
Expand access to child care and increase the quality of early childhood care and education programs.

B. Terms and definitions

- 1. **Accountability Monitoring Report** – A report that identifies monitoring observations about the coalition's overall administration and implementation of early learning programs in the areas of Coalition Governance (CG), Operations and Program Management (OPM), Child Care Resource and Referral (CCR&R), Educational Services Delivery (ESD), School Readiness (SR), Voluntary Prekindergarten (VPK), and Data Accuracy (DA). The report identifies if the coalition was compliant with service delivery and operational requirements. For non-compliant observations, the report identifies recommended corrective actions that may include the costs questioned resulting in repayment by the ELC. Additionally, the recommended corrective actions may include submission of tracking reports/documentation to show implementation of DEL-approved corrective actions that address repeated non-compliance observations.
- 2. **Child Care Authorization Form** – A form granting authorization for SR services distributed from local referring agencies to ELCs for families meeting requirements of SR priorities including:
 - 2.1 A child younger than thirteen (13) years of age from a family that includes a parent who is receiving temporary cash assistance under chapter 414, F.S., and subject to the federal work requirements or a parent who has an Intensive Service Account or an Individual Training Account under s. 445.009, F.S.
 - 2.2 An at-risk child younger than nine (9) years of age.
 - 2.3 A child of a parent who transitions from the work program into employment as described in s. 445.032, F.S., from birth to the beginning of the school year for which the child is eligible for admission to kindergarten in a public school under s. 1003.21(1), F.S.
 - 2.4 An at-risk child who is at least nine (9) years of age but younger than thirteen (13) years of age. An at-risk child whose sibling is enrolled in the school readiness program within an eligibility priority category listed in s. 1002.87(1)(a) -(c)1., F.S., shall be given priority over other children who are eligible under s. 1002.87(1)(c), F.S.
 - 2.5 A child of a parent who transitions from the work program into employment as described in s. 445.032 F.S., who is younger than thirteen (13) years of age.
- 3. **Child Care Listing** – The customized list of child care providers generated from the Single Statewide Information System (SSIS) that best meet a family's needs.

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4. **Child Care Resource and Referral (CCR&R) Network** – A free service, offered by resource and referral programs, for any family living in or preparing to move to Florida that helps families identify and select quality child care and early education programs and offers consumer education and community resources. ELCs provide resource and referral services for families and child care providers in their local areas. These local resource and referral programs:
 - 4.1 Act as the “front door” to families, providing early learning information, referrals, and community resources.
 - 4.2 Verify information on legally operating providers in its service area is up to date within the SSIS, in accordance with Rule 6M-9.300, F.A.C.
 - 4.3 Provide consumer education and other information regarding available community resources and financial assistance programs to all families, including those applying or recertifying for SR or applying for VPK Programs, families placed on the waitlist for services, and families with children who have disabilities or special healthcare needs.
 - 4.4 Offer start-up and ongoing training and technical assistance for providers.
5. **Child Eligibility** – The process of determining eligibility and managing child care placement services to allow eligible families and children to receive the determined level of child care services. The ELC or contracted subrecipient determines eligibility for the SR and VPK Programs and manages the families’ and children’s program participation.
6. **Classroom Assessment Scoring System (CLASS[®], CLASS)** – An observation-based program assessment instrument and associated system which measures teacher-child interactions. CLASS[®] is a registered trademark of Teachstone Training LLC.
7. **Coalition Services Portal** – The core component of the SSIS is used to process the VPK and SR applications from the Family Portal and process provider applications, Agreements, and attendance records from the Provider Services Portal.
8. **Community Outreach** – Activities in the CCR&R service area that increase awareness of CCR&R services, such as involvement in community events, establishing community partnerships, displaying program materials in public spaces and on social media platforms, and marketing activities.
9. **Community Resources** – Refers to social service and financial assistance programs that support and promote economic self-sufficiency, assist with developmental concerns, and help meet a family’s needs.
10. **Composite CLASS Score** – A score determined by averaging the dimensions (except negative climate score) of CLASS observations conducted in a random selection of SR - 50 percent of birth to kindergarten entry classrooms by care level, VPK – 100 percent of VPK classrooms at a participating provider. A provider must meet a minimum contract threshold to be eligible for an SR or VPK contract.
11. **Consumer Education** – Information and resources that assist an individual or family in making informed decisions regarding quality child care.
12. **Contracted Slot** – A child care slot established within a contract between the ELC or its subcontractor and an SR provider guaranteeing funding, potentially at an increased provider payment rate.
13. **Coordinated Screening and Progress Monitoring** – The statewide, standardized program of conducting child assessments in accordance with s. 1002.68(1), F. S. that measures student performance and progress, provides VPK providers and parents with

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data and resources to enhance differentiated instruction, and provides data for VPK accountability.

14. **Critical Process** – a process that is susceptible to fraud, cyberattack, unauthorized activity, or disruption seriously impacting an Agency’s mission.
15. **Department of Children and Families (DCF)** – State of Florida department statutorily responsible for the administration of child care regulations throughout Florida.
17. **Differential Fee** – child care fee charged by a provider to a parent who participates in the School Readiness Program or any other subsidized child care assistance program that is in addition to the parent copayment set by the early learning coalition.
18. **Direct Enhancement Services** – Services for families and children that are in addition to payments for the placement of children in the SR Program.
19. **Direct Services** – SR or VPK Program educational services that an approved contracted provider delivers.
20. **Disaster Relief Program (DRP)** – A project funded for necessary expenses directly related to consequences of major disasters and emergencies. The ELC may expend supplemental disaster funds for any allowable CCDF activities that address the needs of impacted communities directly related to the mitigation and/or consequences of a qualifying natural disaster as described in the DEL CCDF plan and the Agreement.
21. **Disbursement** – Payment made in cash, by check, or via electronic means.
22. **Disenrollment** – Removing, either temporarily or permanently, a child from the SR or SR Plus Program participation.
23. **Division of Early Learning (DEL)** – The lead agency for the CCDF Program and the governmental entity providing oversight and administration for early learning programs in Florida including, but not limited to, the SR, SR Plus, CCR&R, Gold Seal, and VPK Programs.
24. **Early Learning Coalition (ELC)** – Part of a system of statutorily-created local not-for-profit entities in Florida which implement early learning programs at the local level including, but not limited to, the SR, SR Plus, CCR&R, and VPK Programs.
25. **Family Engagement** – The systematic engagement of families as partners in their child’s development, learning, and wellness, enabled by positive relationships between families and staff in coalitions and early learning programs.
26. **Family Portal** – The component of the SSIS through which parents can, at a minimum, register for an account, prequalify for the SR Program, complete a SR application, complete a VPK application, request CCR&R services, and manage their family account.
27. **Fiscal Monitoring Report** – Report which identifies monitoring observations about the ELC’s overall financial management of early learning programs in the areas of financial management systems, internal control environment, cash, and revenue management, DEL SSIS reporting and reconciliation (if applicable), prepaid program items (if applicable), cost allocation and disbursement testing, travel, purchasing, contracting, and subrecipient monitoring. The report describes if the ELC was compliant with financial management requirements. For non-compliant observations, the report identifies recommended corrective actions which may include questioned costs resulting in repayment by the ELC.

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- 28. Gold Seal Quality Care Program (Gold Seal)** - Gold Seal recognizes child care facilities and family day care homes that have gone above the required minimum licensing standards to become accredited by approved associations whose standards reflect quality in the level of care and supervision provided to children. Gold Seal is not an accreditation, but a designation for providers with potential benefits to those that participate, such as certain tax exemptions and increased reimbursement rates through the SR Program.
- 29. Grant Manager** – The DEL employee responsible for enforcing the performance of Agreement terms and conditions and the ELC’s employee responsible for compliance with the Agreement terms and conditions. The grant managers serve as the primary points of contact for this Agreement through which Agreement information flows between DEL and the ELC.
- 30. Principle of Least Privilege** – The principle that a security architecture is designed so that each entity is granted the minimum system resources and authorizations that the entity needs to perform its function.
- 31. Monitoring** – Actions, activities, and practices DEL and the ELC use to determine that funds are used, and programs are operated in accordance with applicable federal and state statutes, rules, regulations, and DEL Program Guidance.
- 32. Multi-factor authentication (MFA)** – Requires the use of two or more different factors to achieve authentication. The authentication factors are defined as follows: something you know (e.g., a personal identification number (PIN)), something you have (e.g., a physical authenticator such as a cryptographic private key, or something you are (e.g., a biometric).” Security and Privacy Controls for Information Systems and Organizations.
- 33. Notice of Award** – The official legally binding award document issued to the ELC by DEL that: (1) notifies the ELC of the level of funding awarded under this Agreement; (2) contains or references all the terms and conditions of the funding, including the award service period, targeted funds, and restrictions; and (3) provides the documentary basis for recording the obligation of funds awarded under this Agreement in the ELC and DEL accounting systems.
- 34. Obligations** – The amounts for orders placed, contracts awarded, services received, or for similar transactions during the Agreement period, which require payment during the same or a future period.
- 35. Other Cost Accumulator (OCA)** – Indicators for tracking state and federal funded expenditures.
- 36. Prior Approval** – DEL’s written approval evidencing consent before the ELC undertakes certain activities or incurs specific costs per 2 C.F.R. Part 200 and DEL Program Guidance 240.05 – Prior Approval.
- 37. Privileged Account** – An information system account with authorizations of Privileged User. 60GG-2, FAC
- 38. Privileged User** – a user that is authorized (and therefore, trusted) to perform security-relevant functions that ordinary Users are not authorized to perform. 60GG-2, FAC

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- 39. Program Income** – Additional revenues available for grant purposes which have been earned as a result of a grant-funded activity or as a result of the Agreement. Program income includes, but is not limited to, income from fees for services performed (e.g., background screenings, training workshops), funds generated from the use or rental of real or personal property acquired under federally funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds.
- 39.1** Coalition must complete and submit for review and approval, 240.01 Cash Management Attachment C -Program Income Application, prior to the start of an activity that generates program income.
- 39.2** Program income funds must be spent in the program period earned and before additional grant program funds are requested for reimbursement from DEL.
- 39.3** Costs incident to the generation of program income may be deducted from the additional revenues to determine program income, provided these costs have not been charged to the award. Deductions of such costs require prior approval from DEL.
- 40. Provider Services Portal** – The component of the SSIS through which providers can, at a minimum, register for an account, complete Form DEL-SR 20, Statewide School Readiness Provider Contract, complete Form DEL-VPK 20, Statewide Voluntary Prekindergarten Provider Contract, and associated forms, complete their provider profile and annual update process, review and/or edit attendance rosters, and submit attendance rosters to the ELC for payment processing.
- 41. Quality Improvement Plan (QIP)** – A targeted 12-month plan to improve program quality using performance goals and strategies.
- 42. Quality Performance System (QPS)** – A web-based system funded by DEL where SR child care providers activate accounts and register for program assessments. The system uses data from the SSIS and SR provider input to create a record of each provider including their list of teachers and a director, classrooms, and classroom assignments. Additionally, SR providers on a QIP upload evidence of completion in the system to satisfy QIP requirements. See <https://qps.floridaearlylearning.com/>.
- 43. School Readiness (SR) Child Assessment** – The act of conducting an observation-based child assessment in accordance with DEL Program Guidance 420.03 and Rule 6M-4.500, F.A.C., using a DEL-identified child assessment instrument meeting the requirements set forth in s. 1002.82(2), F.S.
- 44. School Readiness (SR) Match Program** – The SR Match Program extends the provision of services to low-income families at or below seventy percent (70%) of the state median income (SMI), as long as the income does not exceed eighty-five percent (85%) percent of the SMI. Local matching funds can be derived from local governments, employers, charitable foundations, and other sources so that Florida communities can create local partnerships focused on using the state and local funds for direct services and expanding the number of child care slots. To be eligible for funding, an ELC must match state funds on a dollar-for-dollar basis. The Division shall establish procedures for the match program that shall include giving priority to ELCs whose local match complies with federal CCDBG matching requirements. The program’s annual budget, fund distributions, and policy decisions about administering the program are prepared at the

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state level. At the local level, ELCs make funding decisions, administer the program, manage contributions, and determine eligibility for families who want to participate.

- 45. School Readiness (SR) Program** – The SR Program offers financial assistance to eligible families for early childhood care and education so they can become financially self-sufficient, and their young children can be successful in school in the future. The SR Program is also responsible for the quality enhancement/improvement of early learning providers/practitioners.
- 46. School Readiness Plus (SR Plus) Program** – The SR Plus Program offers financial assistance to eligible families for early childhood care and education to support the continued school readiness and child care needs of working families with children who are no longer eligible for and have transitioned out of the SR Program due to family income. A child is eligible for the program if the family income is between eighty-five (85%) percent and one hundred (100%) percent, inclusive, of the state median income.
- 47. School Readiness Program Assessment (SRPA)** – Required under s. 1002.82(2), F.S., and in accordance with 6M-4.740 F.A.C., and Form DEL-SR 740 Program Assessment Requirements Handbook, an SRPA measures the quality of teacher-child interactions as evidenced by a CLASS composite score.
- 48. School Readiness (SR) Program Plan (Coalition Plan)** – The document outlining how the ELC will implement the delivery of the SR Program in its local service area. Section 1002.85(2), F.S., and Rule 6M-9.115, F.A.C., specify the plan’s required components.
- 49. School Readiness (SR) Provider** – A provider within the ELC’s county or multi-county region eligible to deliver and under contract to provide the SR Program under s. 1002.88, F.S.
- 50. Separation of Duties** – An internal control concept of having more than one person required to complete a Critical Process. This is an internal control intended to prevent fraud, abuse, and errors.
- 51. Single Point of Entry (SPE)** – An integrated information system established under s. 1002.81(13), F.S., that allows a parent to enroll his or her child in the SR or the VPK Program at various locations throughout a county, that may allow a parent to enroll his or her child by telephone or through a website, and that uses a uniform waiting list to track eligible children waiting for enrollment in the SR Program. SPE is part of the SSIS.
- 52. Single Statewide Information System (SSIS)** – The DEL-designated single statewide information system used to capture and provide critical information to early learning coalitions, parents, partners, and providers, consisting of the Family Portal, Provider Services Portal, and Coalition Services Portal.
- 53. Subrecipient** – A non-state entity which receives federal/state financial assistance directly from DEL or the ELC to provide goods and/or services that demonstrate the contract relationship characteristics described in 2 C.F.R. § 200.331, *Subrecipient and contractor determinations*.
- 54. Vendor/Contractor** – A dealer, distributor, merchant, or other seller providing goods or services required for the performance of the Agreement. These goods or services may be for an organization's own use or for the use of beneficiaries of the Agreement. 2 C.F.R. § 200.331, *Subrecipient and contractor determinations*, describes the characteristics defining a vendor/contractor relationship.

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- 55. Voluntary Prekindergarten (VPK) Education Program** – A free educational program described in s. 1002.53, F.S., that prepares age-eligible children for success in kindergarten and beyond. To be eligible, children must live in Florida and be four (4) years old on or before September 1 of the program year. Parents whose children are born from February 2 through September 1 of a calendar year may choose to enroll their child in the VPK Program in either that year or the year their child turns age five (5). The program helps children develop skills and knowledge consistent with the performance standards adopted for use in the VPK Program.
- 56. VPK Provider** – A private prekindergarten provider within the ELC’s county or multi-county region eligible to deliver and under contract to provide the school-year prekindergarten program under s. 1002.55 F.S., or the summer prekindergarten program under s. 1002.61 F.S.; or a traditional public school or a charter school eligible to deliver the school-year prekindergarten program under s. 1002.63 F.S. or the summer prekindergarten program under s. 1002.61 F.S.
- 57. VPK Program Assessment** – The measurement of the quality of teacher-child interactions, including emotional support, classroom organization, and instructional support for children ages three (3) to five (5) years required by s. 1002.68(2), F.S., as evidenced by a CLASS composite score.
- 58. VPK Specialized Instructional Services (SIS) Education Program** – A program which takes place outside of a traditional classroom setting and is designed for four-year-olds with special needs who have current individual educational plans from local school districts. Services are offered in individual or small group settings with a certified or licensed professional trained to provide specific instruction.
- 59. Warm-Line Services** – A free support, information, and referral service for children with special needs and/or disabilities. This service is available to any early care and education provider or parent.
- 60. WELS** – The web-based early learning system that serves as the early learning classroom support system. For SR Programs, data transfers between the QPS and WELS; for VPK Programs, data transfers between the Provider Portal and WELS. CLASS observers enter observation data in WELS and generate an SR or VPK program composite score for each provider. For SR Programs, the composite score then transfers back to the QPS where it is viewable to the provider and system users. For VPK Programs, the composite score then transfers back to the Provider Portal where it is viewable to the provider and system users.

C. Manner of service provision

The ELC or its subrecipient shall perform the services of this section in accordance with the service period stated in the Notice of Award and as reflected in Exhibit VII.

1. Website

- 1.1.** The ELC shall have and maintain a public-facing website current with SR and VPK Program information in accordance with DEL Program Guidance 600.01 – Child Care Resource and Referral Program Requirements.
- 1.2.** The ELC’s website home page and the contracted CCR&R organization, if applicable, shall clearly display at a minimum, a brief description of CCR&R family and provider services, the primary family and provider telephone number(s), and hours of operation in accordance with Rule 6M-9.300(4)(b), F.A.C. (“*Child Care Resource and Referral and Consumer Education.*”) Additionally, the ELC

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must maintain a form of outreach and awareness within its service area that includes a statement of CCR&R and services offered through the program.

- 1.3. The ELC shall provide direct access from the home page of its website for providers and parents to apply for SR and VPK Programs (no more than one mouse-click from the coalition's home page of its website to get to the Family and Provider Services Portals).
 - 1.4. The ELC will verify monthly that its contact information on its webpage is accurate.
 - 1.5. The ELC shall notify DEL at Service.Desk@del.fldoe.org:
 - 1.5.1. Twenty-four (24) hours prior to any changes in its URL.
 - 1.5.2. Forty-eight (48) hours prior to any planned disruption or maintenance in its URL.
 - 1.5.3. Within twenty-four (24) hours of an unintended service disruption in its URL.
- 2. SSIS and SPE data, reporting, and security**
- 2.1. The ELC shall utilize the Coalition Services Portal to process:
 - 2.1.1. SR electronic applications and manage the SR waiting list in compliance with Rule 6M-4.300, F.A.C.
 - 2.1.2. VPK electronic applications in compliance with Rule 6M-8.201, F.A.C.
 - 2.1.3. Provider accounts, SR and/or VPK contracts, attendance rosters, and provider reimbursements.
 - 2.2. The ELC shall review submitted SR and VPK applications within twenty (20) calendar days of submission. The ELC shall notify the parent if the eligibility criteria have or have not been met or to request additional information within twenty (20) calendar days of the submitted application.
 - 2.3. The ELC shall use the SSIS to verify and document each parent/guardian and child's potential eligibility in the "Waiting" status at least once every six (6) months based on the parent/guardian's last revalidation date.
 - 2.4. The ELC shall verify that notifications of revalidation requirements are sent to families at least thirty (30) calendar days before the revalidation date.
 - 2.5. The ELC shall designate at least one (1) but no more than two (2) system administrators (Coalition User Managers) to manage coalition user accounts for the Coalition Services Portal. The ELC shall manage access permissions in accordance with Chapter 60GG-2 - State of Florida Cybersecurity Standards, which includes incorporating the principles of "least privilege" and "Separation of Duties", see *Exhibit II, Section B. Terms and Definitions*. The ELC shall manage user accounts at the local level. Only current staff members may hold user accounts. Users may not share accounts. Unused accounts with thirty (30) days of inactivity will be deactivated.
 - 2.5.1. ELCs are required to use multi-factor authentication (MFA) for access to networks or applications that have a categorization of moderate, high, or contain exempt or confidential and exempt, information.
 - 2.5.2. ELCs are required to have MFA for access to Privileged Accounts.
 - 2.6. The ELC shall use the DEL-established SSIS for managing the single point of entry process and waiting list, tracking children's progress, tracking child care provider's eligibility, coordinating services among stakeholders, determining child eligibility,

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- reflecting child enrollment in the SR and VPK programs, tracking child attendance, and streamlining provider administrative processes.
- 2.7. The ELC shall verify and document monthly in the SSIS that the ELC updated and included all legally operating early learning providers within the ELC's service area listed in the DCF Child Care Administration, Regulation and Enforcement System (CARES).
 - 2.8. The ELC shall verify and document monthly that the ELC reconciled its financial records for child care provider payments between the ELC accounting system and the SSIS. The ELC shall reconcile within sixty (60) days after the closing of each monthly reporting period.
 - 2.9. The ELC shall comply with DEL:
 - 2.9.1. Standard codes and definitions for all early learning programs contained in the SSIS.
 - 2.9.2. Data correction requests or data cleansing activities within the agreed upon time frames.
 - 2.9.3. Required data analysis, definition, and standardization activities within the agreed upon time frames.
 - 2.10. The ELC shall provide DEL permanent access to any server the ELC uses locally to host the SSIS to meet data reporting requirements and access to information the ELC or its contractors maintain in any information system for services provided under this Agreement. The ELC and its contractor shall provide data in an approved machine-readable format, if necessary and upon request.
 - 2.11. The ELC shall communicate to DEL any enhancement requests to DEL SSIS in writing via the DEL Support Portal until notified of a different process by DEL.
 - 2.12. The ELC shall participate in SSIS conference calls.
 - 2.13. The ELC shall communicate any SSIS-related issues via the DEL Support Portal until notified of a different process by DEL.
 - 2.14. The ELC shall ensure the security of all early learning program management data systems, and the confidentiality of data stored in these systems pursuant to Chapter 815, F.S., the Florida Computer Crimes Act. This includes data systems DEL provides and maintains and all other data systems the ELC purchases, contracts for, or creates.
 - 2.15. The ELC shall comply with DEL Program Guidance 101.02 – Records Confidentiality, and 60GG-2 State of Florida Cybersecurity Standards. The ELC shall ensure each coalition employee or other individual(s) with access to confidential information completes and signs DOE Acceptable Use Policy Form (*SharePoint>Coalition Zone>Finance & Budget Administration>Guidance, Memos, Training and Presentations> 2022-23 AUP Acceptable Use Policy*), prior to having access to the confidential information, and the ELC shall retain this form on file.
 - 2.16. The ELC shall ensure that all employees take the Florida Department of Education (FDOE) security awareness training within 30 days of the employees' start date and ongoing annual training for reinforcement of security practices.
 - 2.17. The ELC shall participate in routine DEL-conducted data security reviews.
- 3. CCR&R network**
- 3.1. The ELC shall establish and maintain at least one CCR&R organization in the

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- ELC’s county or multicounty region to provide information and access to CCR&R services and shall ensure coordinators and specialists are trained within four (4) months of their CCR&R start date to assist parents with making informed choices, identifying quality programs, financial assistance options and community resources in compliance with program requirements, and Rule 6M-9.300, F.A.C.
- 3.2. The CCR&R organization shall maintain records associated with CCR&R service delivery, document each request for services in SSIS and monitor data in accordance with Rule 6M-9.300(9) F.A.C.
 - 3.3. The ELC shall upload to SharePoint/Coalitions Zone and email notice to the CCR&R State Network office a completed CCR&R ELC Staff List in accordance with Exhibit VI and Rule 6M-9.300(10)(c).
 - 3.4. The designated CCR&R coordinator or other CCR&R staff shall participate in DEL CCR&R conference calls and webinar trainings as scheduled. If the designated CCR&R coordinator cannot participate in a conference call or training, the coordinator must review minutes from the conference call or training, as applicable. As ELC funds allow, designated CCR&R staff shall also attend DEL regional or statewide training.
 - 3.5. The ELC’s CCR&R data shall identify all legally operating child care and early childhood education providers within its service area and annually verify accuracy of and approve provider information housed in the SSIS, required under s. 1002.895 F.S., pursuant to 1002.92(4) F.S. and Rule 6M-9.300(8) F.A.C. (*Child Care Resource and Referral and Consumer Education*).
 - 3.6. The CCR&R organization may conduct outreach and awareness activities to promote the CCR&R, SR, and VPK Programs at the local level in accordance with allowable outreach and awareness activities within DEL Program Guidance 250.01 for OCA Working Definitions.
 - 3.7. The CCR&R organization shall develop and maintain a directory of community resources which, at a minimum, contains parent education programs in accordance with Rule 6M-9.300(7)(a)-(c), F.A.C.
 - 3.8. The CCR&R organization shall complete and maintain quality assurance assessments (QAA) in accordance with Rule 6M-9.300(10)(d), F.A.C.
 - 3.9. The CCR&R organization shall establish written procedures for training CCR&R staff to ensure services to families are offered in accordance with s.1002.92 F.S. and Rule 6M-9.300 F.A.C.
- 4. Warm-Line**
- 4.1. In accordance with s. 1002.82(2)(u), F.S., and Rule 6M-4.720, F.A.C., the ELC shall administer Warm-Line services for receiving and responding to technical assistance requests related to the inclusion of children with disabilities and other needs. These services shall include, at a minimum:
 - 4.1.1. Concern identification, concern analysis, intervention implementation, plan evaluation and referrals to early intervention services or specialized care, if applicable.
 - 4.1.2. Written notification, including areas identified through the screening which are of concern and local contact information for the appropriate referral agency, to the parent of a child who receives a referral.

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information about the selected provider, including health and safety requirements met by the provider, any licensing or regulatory requirements met by the provider, the provider's inspection and violation history, and any voluntary quality standards met by the provider.

- 5.1.6.2.** A description of how CCDF subsidies are designed to promote equal access.
- 5.1.6.3.** Instructions on how to submit a complaint through DCF's hotline.
- 5.1.6.4.** Instructions on how to contact the local CCR&R organization for information regarding other community-based supports.
- 5.1.7.** The ELC must conduct internal monitoring to ensure the accuracy of eligibility determinations in accordance with Rule 6M-4.208(1), F.A.C.

5.2. Management of SR child care placements

- 5.2.1.** The ELC shall manage child care services for each SR participant and, if applicable, provide case management for at-risk children. The ELC shall determine and document all initial child eligibility and redeterminations no less than annually in accordance with ss. 1002.84 and 1002.87, F.S., and Rules 6M-4.200, 6M-4.208, 6M-4.300, and 6M-4.400, F.A.C.
- 5.2.2.** The ELC shall verify and document SR Program delivery, including appropriate payment, and payment adjustments.
- 5.2.3.** The ELC shall verify, document receipt and review child care attendance records in accordance with Rule 6M-4.500, F.A.C. Once notified by the provider that a child has ten (10) unexplained absences during a total month of attendance, with no parent contact, the ELC shall send a notice of termination to the parent and SR provider pursuant to Rule 6M-4.200, F.A.C.
- 5.2.4.** Upon receiving notification by a SR provider that an at-risk child under the age of school entry has an unexcused absence or seven (7) consecutive excused absences, the ELC shall document all contacts in accordance with Rule 6M-4.500(4)(c)(2)(e), F.A.C. An at-risk child may not be disenrolled from the program without the written approval of the Child Welfare Program Office of the Department of Children and Families or the community-based lead agency.
- 5.2.5.** The ELC shall verify and document that the authorized provider received the required parent copayment or established a repayment plan in the event of an SR participant's transfer request.

5.3. SR provider eligibility and contracting

- 5.3.1.** The ELC is responsible for program assessments of SR providers in accordance with Rule 6M-4.740, F.A.C.
- 5.3.2.** The ELC shall verify and determine eligibility of SR providers in accordance with Form DEL-SR 20, Statewide School Readiness Provider Contract, and DEL Program Guidance 420.03 – SR Quality Performance.
- 5.3.3.** The ELC shall annually notify contracted providers and maintain documentation of delivery of training, technical assistance, and SR and VPK program orientation, the latter of which must occur prior to provider contract execution.

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5.4. SR program curriculum

The ELC shall monitor SR providers for compliance with s. 1002.88, F.S., using Form DEL-SR 20M, Statewide School Readiness Provider Contract Monitoring Tool incorporated by Rule 6M-4.630, F.A.C.

5.5. Developmental screening

The ELC shall implement an age-appropriate developmental screening process in accordance with Rule 6M-4.720, F.A.C.

5.6. SR direct enhancement (quality) services

5.6.1. Pursuant to s. 1002.81(4), F.S., the ELC shall maintain direct enhancement services for families and children that may include:

5.6.1.1. Supports for providers, including quality enhancement/improvement supports.

5.6.1.2. Parent training and involvement activities, including activities to promote a higher level of family engagement.

5.6.1.3. Strategies to meet the needs of unique populations and local eligibility priorities.

5.6.2. The ELC shall provide a detailed description of how it will deliver direct enhancement services consistent with s. 1002.89(4)(b), F.S., in its SR Program Plan.

5.6.3. The ELC shall provide professional learning support activities, as defined by DEL's approved CCDF State Plan, including conducting communities of practice, coaching, technical assistance, and training.

5.7. Quality Improvement Plan (QIP) management

In accordance with Rule 6M-4.740, F.A.C., for any SR provider the ELC has determined is required to complete a QIP as a condition to contracting with the provider, the ELC shall manage the provider's completion of the QIP in accordance with the provider's Statewide School Readiness Provider Contract, Exhibit 3: Quality Improvement Plan Selection, and DEL Program Guidance 420.03 – SR Quality Performance.

5.8. Child assessment management

The ELC shall comply with Rule 6M-4.500, F.A.C., and Program Guidance 420.03 – SR Quality Performance, for the administration of child assessments.

6. Transportation services

Pursuant to s. 1002.93, F.S., the ELC may establish SR Program transportation services for children at risk of abuse or neglect when authorized by DEL.

7. Health and safety violations management

The ELC shall comply with the health and safety violation enforcement procedures outlined within the Statewide School Readiness Provider Contract, and Rules 6M-4.610, 6M-4.620, and 6M-9.115, F.A.C.

8. SR Match Program

8.1. An ELC with committed matching funds on a dollar-for-dollar basis may apply to participate in the SR Match Program. Upon DEL's acceptance of the application and receipt of SR Match funding on the ELC's Notice of Award, the ELC agrees to

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comply with DEL Program Guidance 440.10 – SR Match.

- 8.2. The ELC shall comply with DEL timelines and instructions to develop and submit for consideration an SR Match Program funding application for serving parents and children in the local service area.
- 8.3. The ELC shall determine parent/guardian and child eligibility for SR Match funding. Initial eligibility is limited to low-income working parents whose family income is at or below seventy percent (70%) SMI as long as the income does not exceed eighty-five percent (85%) SMI.
- 8.4. The ELC must receive commitment of local SR matching funds before expending state matching funds and shall document the receiving and expending of SR Match contributions in the SSIS.

9. VPK Program

9.1. VPK child eligibility and enrollment

- 9.1.1. The ELC shall use the SSIS as the source to receive applications for VPK Program participation.
- 9.1.2. The ELC shall verify and determine child eligibility for VPK and VPK SIS based on the requirements in Rules 6M-8.201 and 6M-8.500, F.A.C.
- 9.1.3. The ELC shall ensure VPK SIS providers are approved by DEL as required by s. 1002.66, F.S., and 6A-6.03033, F.A.C.
- 9.1.4. Upon determining child eligibility, the ELC shall issue a Certificate of Eligibility in the SSIS. After the provider enrolls the child in their program, the ELC shall finalize the enrollment in the SSIS in accordance with 6M-8.201, F.A.C.
- 9.1.5. The ELC shall administer the VPK Program as required by Chapter 6M-8, F.A.C., and Rule 6A-6.03033, F.A.C.
- 9.1.6. The ELC shall complete and document the registration and application for each eligible VPK child as Rule 6M-8.201 and 6M-8.500, F.A.C., establishes.
- 9.1.7. The ELC shall coordinate with each school district in the development of procedures for enrolling children in VPK programs offered by public schools as required by s. 1002.53, F.S.
- 9.1.8. The ELC shall provide each parent with access to information on all private and public-school providers delivering VPK in the county in which the child is enrolling. Provider profiles must include all required elements identified in s. 1002.92(3)(a), F.S.
- 9.1.9. The ELC may not limit the number of students admitted by any private VPK provider for enrollment in the program.
- 9.1.10. The ELC shall accept a school district’s automated daily attendance reporting system for the purpose of transmitting attendance records in the SSIS format.

9.2. VPK Program management

- 9.2.1. The ELC shall verify and document all child eligibility and reenrollment requirements as specified in Rule 6M-8.201, 6M-8.210 and 6M-8.500, F.A.C.
- 9.2.2. The ELC shall verify and document VPK program service delivery, appropriate payment, and appropriate payment adjustments.

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9.2.3. The ELC shall verify and document receipt and review of child attendance records.

9.2.4. The ELC shall follow the requirements of s. 1002.72, F.S., relating to child records in the VPK Program.

9.3. VPK provider eligibility and contracting

9.3.1. The ELC shall verify that VPK providers contracting with the ELC meet all eligibility requirements for the VPK Program in accordance with part V of Chapter 1002, F.S., and Rules 6M-8.300, 6M-8.301, 6M-8.500 and 6A-6.03033, F.A.C.

9.3.2. The ELC shall verify that all VPK providers are eligible to participate in the VPK Program and that any provider removed from eligibility per ss. 1002.55, 1002.61, and 1002.63, F.S., is not contracted with until that period expires.

9.3.3. The ELC shall verify and document each VPK provider's (within the ELC's county or multi-county region) compliance with part V of Chapter 1002, F.S.

9.3.4. Upon the direction of DEL, the ELC shall remove a private provider from eligibility to deliver the VPK Program per ss. 1002.55 and 1002.61, F.S., if the provider fails or refuses to comply with part V of Chapter 1002, F.S., or engages in misconduct.

9.4. VPK program assessment and coordinated screening and progress monitoring

9.4.1. The ELC shall be responsible for the administration of the program assessment in accordance with s. 1002.68(2), F.S., and Rule 6M-8.621, F.A.C.

9.4.2. The ELC shall monitor private provider's and public school's compliance with the coordinated screening and progress monitoring in accordance with s. 1002.68, F.S., and Rules 6M-8.620 and 6M-8.622, F.A.C.

9.4.3. The ELC shall monitor private provider's and public school's compliance with the VPK accountability requirements in accordance with s. 1002.68, F.S., and Rule 6M-8.700, F.A.C.

10. Disaster Relief Program (DRP) -The ELC shall be responsible for the administration of DR Programs in accordance with CCDF and DEL Guidance and the American Relief Act, 2025 (P.L. 118-158).

<https://www.congress.gov/118/bills/hr10545/BILLS-118hr10545enr.pdf>

D. Coalition administrative responsibilities

1. ELC SR Program Plan (Coalition plan)

The ELC shall submit the coalition SR Program plan in accordance with s. 1002.85, F.S., and Rule 6M-9.115, F.A.C. The ELC shall submit amended plan elements and plan amendments as frequently as necessary to DEL, including a Budget Report and a Revenue and Expenditure Report. See Exhibit VI.

2. Cost allocation plan

The ELC shall comply with DEL cost allocation plan guidance and instructions and submit a cost allocation plan for DEL review and approval by May 15 of each fiscal year, unless otherwise instructed by DEL.

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3. Anti-fraud plan

The ELC shall submit an anti-fraud plan by June 30 of each fiscal year and implement the DEL-approved plan requirements in accordance with s. 1002.84(18), F.S. (“*Early learning coalitions; school readiness powers and duties,*”) and Rule 6M-9.400, F.A.C. (“*Early learning coalition anti-fraud plans*”).

In the anti-fraud plan, each ELC is required to include a description of the procedures including appropriate due process provisions for suspending or terminating from the School Readiness or Voluntary Prekindergarten Education programs a recipient who the Coalition has reasonable cause to believe has committed fraud. The ELC must notify the recipient of the amount of suspected overpayment referred to the Department of Financial Services, Division of Public Assistance Fraud Unit during the termination process. Based on the results of the investigation, if the matter is referred back to the ELC, the ELC should make every effort to recover the identified overpayment during or after the termination proceedings. If efforts to recover the identified overpayment are unsuccessful, the ELC shall document all efforts of due diligence.

4. Continuity of Operations Plan (COOP)

4.1. The ELC shall maintain a disaster recovery plan within its COOP for unforeseen circumstances whether they are natural or man-made disasters, per s. 252.365, F.S.

4.2. By the due date listed in Exhibit VI, the ELC shall submit a COOP update to the report recipient.

4.3. The ELC shall notify DEL within the same day as its COOP activation.

5. SR Match Program

5.1. The ELC shall secure and document the receipt and expenditure of local match funds for the SR Match Program, if applicable, general appropriations act, state, or federal law, the Notice of Award, and DEL Program Guidance 440.10 – SR Match. Match expenditures must occur between July 1, 2026, and June 30, 2027. Coalitions are encouraged to begin solicitation of match contributors as early as possible in the calendar year prior to the beginning of the fiscal year to secure match funding for the coming year. Supporting documentation must clearly identify the program activities for which contributions shall be expended.

5.2. The ELC shall report SR Match expenditures by completing the Coalition Funders worksheet each month within its invoice workbook.

5.3. The ELC shall not pass match requirements on to parents or guardians of SR services recipients or SR providers.

5.4. ELC shall ensure expenditures billed to the SRMAT, Other Cost Accumulator (OCA) do not exceed the award amount identified on the NOA for the SR Match Program. ELCs will be required to complete prior year adjustments in the SSIS for expenditures exceeding their SR Match award amount. ELCs will not be able to bill SRMAT expenditures over the SR Match award amount in the subsequent fiscal year.

6. Performance monitoring

6.1. The ELC shall monitor the activities of subrecipients as necessary and appropriate. Monitoring activities shall determine whether subrecipients use grant awards for authorized purposes in compliance with laws, rules, regulations, and the provisions of contracts or grant Agreements.

6.2. The ELC shall submit a monitoring plan for subrecipients as detailed in Exhibit VI.

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The ELC shall submit a written plan that includes programmatic (including eligibility) and fiscal monitoring of all applicable subrecipients (including, but not limited to, central agencies and material service providers) on an ongoing basis, but not less than quarterly.

- 6.3. The ELC shall conduct subrecipient eligibility monitoring and address, at a minimum, the requirements identified in Rule 6M-4.630, the School Readiness Standard Eligibility Review Program Guide, and the Voluntary Prekindergarten Standard Eligibility Review Program Guide, including using all required elements in the guides and minimum sample sizes. The School Readiness Standard Eligibility Review Program and the Voluntary Prekindergarten Standard Eligibility Review Program guides are accessible on the DEL SharePoint *Coalition Zone/Program Integrity/Monitoring Guides/AS Monitoring Tools 2026-2027*. The ELC shall monitor the same SR and VPK child files within the sample for eligibility and payment validation criteria.
- 6.4. The ELC shall conduct fiscal monitoring including, at a minimum, the activities detailed in the DEL Financial Monitoring Tool. These activities shall include, but are not limited to, regular contact with subrecipients, desk reviews, and site visits.
- 6.5. The ELC shall monitor SR Program providers in accordance with its programmatic plan and Rule 6M-4.630, F.A.C., to verify the providers meet the standards prescribed in ss. 1002.82 and 1002.88, F.S.
- 6.6. The ELC shall conduct on-site monitoring of VPK Program providers in accordance with its written policies, procedures, and standards for monitoring VPK Program direct service providers and Chapter 6M-8, F.A.C., to verify that providers meet the requirements and standards prescribed in part V of Chapter 1002, F.S.
- 6.7. Annually, the ELC shall monitor no fewer than the number of VPK providers based on the Minimum Annual Sample Size document listed in Program Guidance 530.05. The ELC will review one-fourth of the annual total for a quarterly period and one-twelfth of the annual total for a monthly period. The ELC shall derive the sample size from the number of SR and/or VPK programs funded by the ELC and not the total number of SR and/or VPK provider contracts. If a provider has multiple sites, the ELC must include each site in the total number of funded programs. When the total number of SR and/or VPK providers falls between the numbers listed in the Minimum Annual Sample Size, the ELC is encouraged to monitor the higher sample size.
- 6.8. In the event of a declared emergency (i.e., natural disaster, pandemic, etc.), alternative monitoring methods such as desk reviews may be used as directed by DEL.
- 6.9. The ELC shall monitor public and private VPK providers using the DEL-developed tool in Program Guidance 530.05. If the ELC uses its own monitoring tool, its tool must comply with DEL's tool, including validation/verification of each element of all components outlined in Program Guidance 530.05.
- 6.10. The ELC shall develop written policies, procedures, and standards for monitoring vendor contracts, pursuant to s. 1002.84(15), F.S. ("*Early learning coalitions; school readiness powers and duties*")

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7. Reporting requirements

- 7.1. The ELC shall submit all reports listed in Exhibit VI, List of Reports to the location and by the due dates listed.
- 7.2. The ELC shall use the uniform chart of accounts for reporting budget and expenditure reports for direct services to children, administrative costs, quality activities, and non-direct services pursuant to s. 1002.82(2)(c), F.S.
- 7.3. The ELC shall complete teenage parent program reporting requirements in accordance with DEL Program Guidance 440.60 –Teenage Parent Programs (TAPP) Reporting as applicable.
- 7.4. The ELC shall submit all data or reports necessary to comply with:
 - 7.4.1. ACF reporting requirements for the SR Program (ACF-118, ACF-403, ACF-404, ACF-696, ACF-800, ACF-801), for any other ACF-funded early learning program or service (including the Early Learning Coalition Annual Report and the Quality Progress Report), and data requirements as DEL defines.
 - 7.4.2. DEL’s ad-hoc requests that conform to the timeline, content, format, and standard codes in accordance with s. 1002.84(19), F.S.:
 - 7.4.2.1. SR, SR Plus, DR, and VPK Programs.
 - 7.4.2.2. CCR&R and Warm-Line activities.
 - 7.4.2.3. Direct enhancement services.
 - 7.4.2.4. Any other early learning program or service funded under the Agreement. Any agreement the ELC executes for services where a third party creates and/or stores ELC data in the third party’s data system as a result of this Agreement shall include a requirement that the third party shall promptly share that data with DEL directly in a DEL-approved machine-readable format upon receipt of a request by DEL.
- 7.5. If a report’s due date falls on a Saturday, Sunday, state, or federal holiday, the reporting package is due on the next business day.

8. Prompt payment to SR providers

The ELC shall make payments to SR providers within twenty-one (21) calendar days of the closing of each month for SR services rendered during the prior month, except as provided under law or contract per 45 C.F.R. 98.45

9. Management of provider inactivation codes in the SSIS

The ELC shall accurately record in the SSIS the reason for a provider’s inactivation. When recording termination codes in the SSIS, the ELC shall use the DEL-approved standard code that best describes and documents the inactivation reason.

10. SharePoint access

The ELC shall ensure appropriate staff have the needed access to the SharePoint - Coalition Zone site at the permission level necessary to perform the tasks assigned to the staff member as required in the Agreement. The ELC SharePoint administrator shall request access for ELC staff by submitting a ticket in the Coalition Portal, providing the name, phone number, and email address. Once an account is created, the ELC administrator shall assign permission levels to the ELC’s SharePoint site in accordance

EXHIBIT II
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with the security requirements set forth in the State of Florida Cybersecurity Standards (Chapter 60GG-2, F.A.C.).

E. Deliverables

Deliverable	<p>One full month of program services tied to the ELC operating within the hours specified in Exhibit V and in providing a full month of tasks and activities associated with at least one OCA described in DEL Program Guidance 250.01 – Other Cost Accumulators (OCAs), as applicable, for:</p> <ol style="list-style-type: none"> 1. SR 2. SR Plus 3. VPK 4. Disaster Recovery (when applicable)
Minimum Performance Levels	<p><u>All Program Services</u> – The ELC shall:</p> <ul style="list-style-type: none"> • Comply with federal and state program fund limitations, as applicable, unless DEL expressly provides a waiver. • Keep costs to the minimum necessary to administer the program efficiently and effectively. • Comply with specific targets and restrictions for each program and/or funding source indicated on the NOA that DEL issues to the ELC after the execution of this Agreement. <p><u>SR Program</u> – From all state, federal, and local matching funds, the ELC shall expend a:</p> <ul style="list-style-type: none"> • Minimum of seventy-eight percent (78%) to meet families’ specified child care needs through direct services to eligible children. The seventy-eight percent (78%) calculation includes direct service OCA expenditures as defined in the DEL Standard Codes and DEL Program Guidance 250.01 – Other Cost Accumulators (OCAs), and local match. • Maximum of five percent (5%) for administrative activities (s. 1002.89(4), F.S.). SR administrative percentage will be displayed in the reimbursement request workbook showing three (3) decimal places to ensure a more precise view of the percentage calculation. • Minimum of four percent (4%) for quality activities (sec. 658G(b), CCDBG Act). • Maximum of twenty-two percent (22%) for any combination of administrative costs, quality activities, and non-direct services (s. 1002.89(4), F.S.). <p><u>VPK Program</u> – The ELC shall:</p> <ul style="list-style-type: none"> • Expend a maximum of five percent (5%) of the funds paid by the ELC to private prekindergarten providers and public schools for administrative costs (s. 1002.71(7), F.S.). The VPK administrative percentage will be displayed in the reimbursement request workbook showing three (3) decimal places to ensure a more precise view of the percentage calculation.

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	Use such funds only for administering this Program and not for other early learning programs (s. 1002.71(7), F.S.).
Funding Period	Services begin on the service period start date identified on the NOA, and continues through the service period end date identified on the NOA, and are invoiced monthly for the previous month.

F. Method of payment and reimbursement requirements

1. Reimbursement request requirements

- 1.1. DEL shall make payment to the ELCs according to s. 215.422, F.S., and Chapter 69I-40, F.A.C., which govern time limits and requirements for payment of vouchers by state warrant. The expenditure of funds must be authorized by law and must meet the intent of the law authorizing the payment.
- 1.2. The ELC shall submit monthly reimbursement requests for allowable expenditures no later than twenty-five (25) calendar days following the last day of the previous month.
- 1.3. The ELC shall make requests using the DEL approved reimbursement request workbook, billing for actual allowable expenditures used to complete the required tasks. Reimbursement requests shall also identify the services performed by including, the unduplicated number of children served for all direct services for the reporting period. The ELC shall submit reimbursement requests to DEL for approval in compliance with DEL Program Guidance 240.06 – Reimbursement Requests to comply with federal and state reporting requirements and pre/post audit requirements.
- 1.4. The ELC shall reconcile all expenditures submitted for reimbursement to the ELC’s accounting system.
- 1.5. The ELC shall comply with DEL Program Guidance 240.01 – Cash Management and other instructions DEL establishes to institute local ELC cash management procedures.
- 1.6. Failure to follow reimbursement request requirements provided in this paragraph may result in the ELC not receiving reimbursement or receiving delayed reimbursement.
- 1.7. On June 30 of each year the Agreement is in effect, DEL will certify outstanding obligations by certified forward budget in compliance with s. 216.301, F.S. Refunds submitted after June 30 for the prior award year do not restore budget or provide certified forward budget. DEL shall pay reimbursement requests submitted after the year-end deadline established by DEL, for which no certified forward budget remains, from the current award. The certified forward budget reverts on September 30 of each year and is not available after that date for paying reimbursement requests. In the event any of the funds provided under this grant agreement are reverted and reappropriated by legislation, additional instructions will be provided by DEL.

2. Final reimbursement request

- 2.1. The ELC shall submit a final reimbursement request for use of certified forward funds for a prior fiscal year no later than **September 20** or the date provided by DEL, following the award period ending.

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- 2.2. The ELC shall reconcile all expenditures submitted for reimbursement to the ELC's accounting system and shall maintain supporting documentation for all expenditures. The ELC shall make corrections, as necessary.
 - 2.3. The ELC shall maintain supporting documentation to include an audit trail linking all reimbursement transactions to the DEL Uniform Chart of Accounts and ELC's general ledger and shall use the appropriate program and OCA to identify them.
 - 2.4. DEL may monitor the Agreement by validating reimbursements in relationship to provided services and reviewing the records and contracts related to those reimbursements.
- 3. Coalition advance payment request**
- 3.1. Pursuant to s. 216.181(16)(b), F.S., the ELC may request approval from DEL for the release of advanced funds to the ELC based on the ELC's projected cash needs.
 - 3.2. All requests, repayment, and reconciling for funding advances shall be in accordance with DEL Program Guidance 240.01 – Cash Management Procedures, and Rule 6M-8.205, F.A.C. ELC's that have unexpended advance funds shall complete a negative invoice and upload to SharePoint with a copy of the check that will be mailed via overnight to DEL for the unexpended advance funds **no later** than **September 30** or the date provided by DEL, following the award period ending.
 - 3.3. The Executive Office of the Governor's budget authority issuance to DEL determines when DEL will approve an initial advance for the fiscal year.
 - 3.4. Advances shall be reconciled monthly in the ELC workbook to the ELC's projected cash need. DEL may require adjustment to the advance if the advance substantially exceeds the projected cash need for two (2) consecutive months.
- 4. Interest income**
- Per s. 216.181(16)(b), F.S., 2 C.F.R. § 200.305(10), (11) and (12), *Federal payment*, and DEL Program Guidance 240.01 – Cash Management Procedures, the ELC shall invest all the funds it receives under this Agreement in secure, interest-bearing accounts, unless DEL otherwise authorizes. The ELC shall return to DEL all-interest income earned on VPK funds and interest earned on CCDF funds in excess of five hundred dollars (\$500) for the program year. The ELC shall email their DEL grant manager if there are no interest payments due to be returned.
- 5. Budget**
- 5.1. The ELC shall prepare and upload to SharePoint their Initial Coalition Budget Report in accordance with the funding provided through the Notice of Award or the GAA as directed by DEL. DEL will review the initial budget, send the ELC a notification of acceptance, and transfer the accepted budget into the ELC invoice workbook.
 - 5.2. The ELC shall submit budget revisions for review and acceptance on the Budget Allocations by OCA worksheet within the ELC invoice workbook in accordance with DEL Program Guidance 240.06 – Reimbursement Requests.

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5.3. If the ELC proposes a budget amendment that affects the SR Program Plan, the ELC shall obtain DEL’s approval of a plan amendment before the ELC implements the budget amendment or expends funds related to the amendment. If the ELC proposes a budget amendment for VPK funding, the ELC shall submit the amendment request and obtain DEL approval before the ELC implements the budget amendment or expends funds related to the amendment.

6. Return of funds

6.1. Upon DEL’s final determination of overpayments or disallowed costs under federal or state law, regulation, or rule, the ELC shall return to DEL any overpayments or disallowed costs within forty (40) calendar days of DEL issuing a written notice to the ELC or other timeframes in compliance with DEL Program Guidance 240.01 – Cash Management Procedures.

6.2. In the event the ELC overpays a subrecipient or contractor or the subrecipient or contractor incurs a disallowed cost and the ELC cannot recover it, the subrecipient or contractor account becomes delinquent. After exercising due diligence, DEL Program Guidance 240.03 – Collection of Delinquent Accounts allows the ELC to request DEL to report a delinquent account to DOE and in turn to DFS. The ELC shall execute and deliver to DEL all documents necessary to report a delinquent account and secure repayment. The ELC requesting that DEL report a delinquent account shall make the request to DEL no later than thirty (30) calendar days from determining the ELC cannot recover the delinquent account in accordance with DEL program guidance.

7. Expenditure targets and restrictions

7.1. SR Program

7.1.1. The ELC shall comply with federal and state program fund limitations, unless DEL expressly provides an individual waiver.

7.1.2. The ELC shall keep costs to the minimum necessary to administer the SR Program efficiently and effectively (s. 1002.89(4), F.S.).

7.1.3. The ELC shall ensure direct services for eligible children are the highest expenditure priority (s. 1002.89(4), F.S.).

7.1.4. No more than five percent (5%) of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended for administrative activities (s. 1002.89(4), F.S.).

7.1.5. No more than twenty-two percent (22%) of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended for any combination of administrative costs, quality activities, or non-direct services (s. 1002.89(4), F.S.).

7.1.6. No less than four percent (4%) of all state, federal, and local matching funds expended by the ELC for the SR Program shall be spent on quality activities in accordance with sec. 658G, CCDBG Act. No less than seventy-eight percent (78%) of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended to meet families’ specified child care needs. The seventy-eight percent (78%) calculation includes direct service OCA expenditures, as defined in the most recent version of the DEL Standard Codes and DEL Program Guidance 250.01 – Other Cost Accumulators (OCAs), and local direct services match.

EXHIBIT II
SCOPE OF WORK

- 7.1.7.** The Notice of Award issued by DEL to the ELC after the execution of the Agreement may include additional specific instructions for targeted funds and/or restrictions in accordance with DEL Program Guidance 250.01 – Other Cost Accumulators (OCAs).
- 7.1.8.** The Notice of Award issued by DEL to the ELC after the execution of the Agreement may include a specific allocation to perform SR program assessments in accordance with DEL Program Guidance 420.03 – SR Quality Performance and 250.01 – Other Cost Accumulators (OCAs).
- 7.2. VPK Education Program**

 - 7.2.1.** The ELC shall expend no more than five percent (5%) of funds paid by the ELC to private prekindergarten providers and public schools for VPK administrative costs. The ELC shall use such funds only for administering the VPK Education Program and not for SR or other programs (s. 1002.71(7), F.S.).
 - 7.2.2.** The Notice of Award issued by DEL to the ELC after the execution of the Agreement includes a specific allocation to perform VPK program assessments in accordance with s. 1002.71, F.S., and Program Guidance 250.01 – Other Cost Accumulators (OCAs).
- 8. Financial consequences**

 - 8.1** The ELC agrees if the requirements of the Agreement are not timely and satisfactorily performed, the ELC shall be subject to one or more of the financial consequences listed herein. These financial consequences shall not be considered penalties.
 - 8.2** The ELC shall ensure one hundred percent (100%) of the deliverables identified in Exhibit II are performed pursuant to Agreement requirements, and as described in Exhibit II, Section E. Deliverables. Failure to perform the major deliverables described in Exhibit II, Section E. Deliverables correctly, completely, or adequately, may trigger a financial consequence and the following actions will occur:

 - 8.2.1** The DEL grant manager will notify the ELC it has failed to perform these major deliverables correctly, completely, or adequately and identify the deficiency or deficiencies. Upon receipt of this notification, the ELC has fourteen (14) calendar days to submit a Corrective Action Plan (CAP) to the DEL grant manager which addresses the identified deficiency and states how the deficiency will be remedied within a period approved by the DEL grant manager.
 - 8.2.2** In the event the ELC fails to submit the CAP timely, beginning the fifteenth (15th) day after notification by the DEL grant manager of the deficiency, DEL shall deduct from the payment for the invoice of the following month, one percent (1%) of the monthly value of the administrative funds in the Agreement for each business day the CAP is not submitted.
 - 8.2.3** The DEL grant manager shall review the ELC’s CAP and provide approval or disapproval in writing to the ELC within five (5) business days. If disapproving, the response from DEL shall include details of the CAP deficiencies requiring correction before the CAP can be approved.

EXHIBIT II
SCOPE OF WORK

- 8.2.4** In the event the ELC fails to correct an identified deficiency within the approved period specified in the CAP, DEL shall deduct from the payment for the invoice of the following month, one percent (1%) of the monthly value of the administrative funds in the Agreement for each business day the deficiency is not corrected.
- 8.2.5.** In the event the ELC does not correct all deficiencies pursuant to the CAP, for each deficiency identified in the CAP, which is not corrected pursuant to the CAP, DEL shall deduct from the payment for the invoice of the following month, one percent (1%) percent of the monthly value of the administrative funds in the Agreement for each day the deficiency is not corrected.

EXHIBIT III
AUDIT REQUIREMENTS

Early Learning Coalition of Escambia County

Grant Relationship: DEL has identified the ELC as a subrecipient.

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

Federal Single Audit Act ([2 C.F.R. Part 200, Subpart F](#))

Florida Single Audit Act ([Section. 215.97, F.S.](#))

The administration of resources awarded by the Division 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 Division..

A. Accounting and auditing requirements

1. During any state fiscal year, the Division, the Florida DFS, the Florida Auditor General, HHS, Inspectors General of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives may review operations of and records from the ELC.
2. Any of the above-listed reviews may identify questioned costs. The ELC 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 C.F.R. Part 200, require ELCs to repay disallowed federal and state program costs. Contractors/grantees may not pay disallowed costs with federal grant, state grant, program income, or matching funds.
3. The ELC 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 C.F.R. Part 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.

B. Monitoring

1. **Monitoring activities-** The Division is responsible for monitoring grants, subrecipient, and contract-supported activities to ensure compliance with federal requirements and performance goals are being achieved. In accordance with 2 C.F.R. § 200.329, *Monitoring and reporting program performance*, subrecipient monitoring must cover each program, function, and activity. Such monitoring activities may include, but are not limited to, onsite visits by DEL staff or contracted consultants, limited scope audits as defined by 2 C.F.R. Part 200, and/or other procedures. By entering into the Agreement, the ELC and its personnel agree to comply and cooperate with any monitoring procedures/processes DEL deems appropriate. The ELC and its personnel further agree to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Division, the Florida DFS, the Florida Auditor General, HHS, Inspectors General of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives.

EXHIBIT III
AUDIT REQUIREMENTS

- 2. Related party disclosures.** The ELC shall ensure all related party transactions are included in the financial statement footnote disclosures in accordance with requirements defined by the Financial Accounting Standards Board (FASB) *Accounting Standards Codification* (ASC) 850, *Related Party Disclosures*. 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(9) and s. 1002.84(21), F.S., for related party transactions.
 - 2.1.** Documentation of related party activity to support proper written notification to the entity's governing board is required and must be submitted to DEL for review/acceptance. Such supporting documentation includes the following items.
 - 2.1.1.** The impacted individual must complete the necessary conflict of interest disclosure forms.
 - 2.1.2.** Any governing board member(s) benefiting from the activity must disclose the conflict of interest in advance in writing and must abstain from the voting process.
 - 2.1.3.** Meeting minutes that reflect a valid vote of approval by two-thirds (2/3) vote of the entire membership of the governing board.
 - 2.1.4.** A copy of the Agreement or written summary of the transaction including the start date, purpose, amount/cost incurred, and funding/OCA code(s) charged.
 - 2.1.5.** Related documentation to verify compliance with state purchasing rules.
 - 2.2.** Related party agreements or transactions cannot be executed without review and approval from the Division, unless the agreement or transaction is under twenty-five thousand dollars (\$25,000).
 - 2.2.1.** Agreements or transactions under twenty-five thousand dollars (\$25,000) must be submitted to DEL for review and processing within thirty (30) days of the ELCs governing board approval.
 - 2.2.2.** Agreements or transactions of twenty-five thousand dollars (\$25,000) or more must be submitted to DEL for prior written approval before the agreement/transaction can be executed.
 - 2.3.** Related party conflicts of interest occur when for any transaction the benefits of an interested party may be seen as competing with those of the State of Florida. Such conflicts of interest:
 - 2.3.1.** May be financial or non-financial.
 - 2.3.2.** May include actual, potential, or perceived conflicts of interest.
 - 2.3.3.** Include organizational conflicts of interest that occur because of a relationship with an affiliate or subsidiary organization.
 - 2.3.4.** May occur due to governing board members and/or active entity employees.
 - 2.4.** The ELC shall submit the support files described above in Section 2.1 and any other supporting files considered necessary electronically to the FABS Portal – Prior Approval & Overpayment Tracking (Cherwell) system.
- 3. Internal controls – auditor documentation.** The ELC shall obtain the internal control work papers from the auditor(s) performing the annual independent financial statement audit. The ELC shall keep these work papers onsite as part of its financial records and shall provide a copy to DEL as part of the financial reporting package as instructed in section C.4. Report Submission, below.

EXHIBIT III
AUDIT REQUIREMENTS

- 4. Internal controls – annual self-assessment.** The ELC must perform an internal controls self-assessment using DEL’s annual Internal Control Questionnaire (ICQ) Survey Form. The ELC shall provide a copy of the completed annual ICQ to DEL, as instructed below, by August 31 of each grant award period unless DEL provides other written instructions. The annual ICQ will help the ELC document the primary objectives for internal controls pertaining to compliance requirements for federal programs, including the following, are met in accordance with 2 C.F.R. § 200.303, *Internal controls*.
- 4.1.** The ELC properly records and accounts for transactions.
- 4.2.** The ELC executes transactions in compliance with laws, regulations, and contract provisions.
- 4.3.** The ELC safeguards funds, property, and other assets against loss due to unauthorized use or disposition.
- 4.4.** Reasonable measures are taken to safeguard protected personally identifiable information (PII) and other information the federal awarding agency or the Division consider sensitive, consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
- 4.5.** DEL will provide the annual ICQ form in electronic format to the ELC by July 1 or any other date provided by DEL of each award period. Each ELC shall submit the completed ICQ, and any other supporting files considered necessary electronically to the report recipient indicated in Exhibit VI, List of Reports.

C. Audits

1. Federally funded

This Audits section is applicable if the ELC is a state or local government, or a non-profit organization as defined in 2 C.F.R. Part 200. A website which provides links to several Federal Single Audit Act resources is located at:

<https://harvester.census.gov/facweb/Resources.aspx>.

- 1.1.** According to 2 C.F.R. § 200.501(a), *Audit Requirements*, non-federal entities which expends one million dollars (\$1,000,000) or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part and other applicable federal regulations. Guidance on determining federal awards expended is provided in 2 C.F.R. § 200.501.
- 1.2.** The Division’s Notice of Award indicates federal resources awarded through the Division by this Agreement. In determining the federal awards expended in its fiscal year, the ELC shall consider all sources of federal awards, including federal resources received from the Division. In connection with the audit requirements, the recipient shall also fulfill the following instructions related to auditee responsibilities as provided in 2 C.F.R. §§ 200.508 through 200.512, as well as the following additional state-level requirements. If the ELC is participating in the SR Match program, the financial statements shall disclose if the grantee met the matching requirement for each applicable contract/grant in accordance with DEL Program Guidance 440.10 – SR Match.
- 1.2.1.** The ELC shall fully disclose in the audit report all questioned costs and liabilities due to DEL with reference to the DEL grant award(s), Agreement(s), or contract(s) involved.

EXHIBIT III
AUDIT REQUIREMENTS

- 1.2.2.** The audit procedures and Single Audit Reports must include DEL’s annual financial and programmatic monitoring report results, as applicable.
- 1.3.** The ELC is responsible for submitting the Single Audit Reports and the required federal Data Collection Forms (SF-SAC) electronically to the Federal Audit Clearinghouse within thirty (30) days after receipt or nine (9) months after the fiscal year’s end of the audit period, whichever is earlier.
- 1.4.** If the ELC expends less than one million dollars (\$1,000,000) in federal awards in its fiscal year, a Federal Single Audit is not required. If the ELC still elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, the cost of the audit must be paid from non-federal resources (i.e., the ELC must pay the audit costs from resources obtained from non-federal and non-state entities).

2. State-funded

This part is applicable if the ELC is a non-state entity as defined by s. 215.97(2), F.S., the Florida Single Audit Act. Additional information regarding the Florida Single Audit Act can be found at:

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0215/Sections/0215.97.html

- 2.1.** The Division’s Notice of Award indicates funding provided by the Florida Legislature to implement early learning and education programs awarded through the Division by this Agreement. In determining the state awards expended in its fiscal year, the ELC shall consider all sources of state awards, including state resources received from the Division.
- 2.2.** In the event the ELC expends one million dollars (\$1,000,000) or more of state financial assistance in any fiscal year, the ELC must have a state single or project-specific audit conducted in accordance with the Florida Single Audit Act; Chapter 69I-5, F.A.C.; Rule 61H1-20.0093, F.A.C.; Chapter 10.550 – Local Government Entity Audits; or Chapter 10.650 – Florida Single Audit Act Audits Non-profit and For-profit Organizations.
- 2.3.** 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 the Division, 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.
- 2.4.** If the ELC expends less than one million dollars (\$1,000,000) in state financial assistance in its fiscal year, a Florida Single Audit is not required. If the ELC still 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 ELC must pay the audit costs from resources obtained from non-federal and non-state entities).
- 2.5.** Pursuant to s. 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance which are in addition to audits conducted in accordance with s. 215.97, F.S. In such an event, the state awarding agency must arrange to fund the full cost of such additional audits.
- 2.6.** Additional information regarding the Florida Single Audit Act is available at the DFS website located at <https://apps.fldfs.com/fsaa/>.

EXHIBIT III
AUDIT REQUIREMENTS

3. Special audit testing requirements

- 3.1. This Agreement deems it essential that the audit firm test the ELC's monthly reconciliation of its financial records to the SSIS. As an alternative, and upon written authorization from DEL, the auditors may test acceptable equivalent alternative supporting documentation files of the ELC, if temporary transitioning SSIS system functionality issues occur. To report on the audit tests performed, the auditor must include a statement in the Schedule of Findings and Questioned Costs confirming the following: (a) the ELC staff performs this reconciliation monthly; (b) the ELC has processes in place to identify and correct errors noted during the monthly reconciliation process; and (c) the ELC's financial records and the SSIS records (or acceptable equivalent documentation files tested/audited upon issuance of written authorization from DEL) were reconciled and in Agreement as of the annual program year end (June 30). Finally, a statement must be included to indicate that the auditor's work papers include documentation to verify tests of these tasks were performed and such work papers are available for review by DEL staff upon request.
- 3.2. If such testing was not completed, or if these statements are missing from the annual audit report, the auditor's annual procedures will be considered incomplete/deficient and the ELC will receive notice of such in the Division's annual Management Decision.
- 3.3. All funds administered by the ELC must be included in the audit coverage. This includes funds provided to any auxiliary entity over which the ELC exercises controlling influence, such as a foundation. For purposes of the Agreement, all foundations or other similar entities are considered affiliated organizations and, in some instances, may need to be classified as a component unit.
- 3.4. For any affiliated organization, at a minimum the audit report must disclose the entity's mission/ purpose and summarized financial data including total assets, liabilities, net assets, revenues, expenditures, and the entity's relationship to the ELC's activities. The auditor may need to provide other disclosures and presentations (such as consolidated financial statements) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities, such as Financial Accounting Standards Board (FASB) Statement of Position (SOP) 94-3.

4. Report submission

- 4.1. Copies of reporting packages (including any management letter issued by the auditor and the ELC's written corrective action plan response(s)) for Single Audits required by Sections C.1. and C.2. above shall be submitted as required by 2 C.F.R. § 200.512, by or on behalf of the ELC directly to each of the addresses indicated.
- 4.2. Submit one (1) electronic copy of the financial reporting package and files described above in Section B.3. to the Division using the following SharePoint path: *SharePoint>Coalition>Document Exchange>FMSAS Document Exchange>FY FMSAS>Annual Audit Files>*

EXHIBIT III
AUDIT REQUIREMENTS

- 4.3. Submit the Single Audit Reports and the required federal Data Collection Forms (SF-SAC) electronically to the Federal Audit Clearinghouse within thirty (30) days after receipt or nine (9) months after the fiscal year's end of the audit period, whichever is earlier.
- 4.4. Submit one paper copy by mail and one electronic copy of the financial reporting package to the Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us
Website: <https://flauditor.gov/>

The ELC shall indicate in correspondence accompanying the reporting packages the date of delivery from the auditors to the ELC for the reporting package.

- 4.5. All items Auditor General Rule 10.656(3) requires, as described on the http://www.myflorida.com/audgen/pages/pdf_files/fsaa_submittal_16.pdf and the related http://www.myflorida.com/audgen/pages/pdf_files/electronic_filing_nonprofits_profits.pdf, must be included for a reporting package to be considered complete.

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

By: Alphonsa Henderson Date: June 10, 2026
Authorized ELC Representative

Print Name: Alphonsa Henderson Title: Executive Director

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**EXHIBIT IV
ASSURANCES AND CERTIFICATIONS**

Certifications and Assurances Form

Authority for data collection – 45 C.F.R. §§ 98.10-12; ss. 1002.73, and 1002.82, F.S.

Instructions – These certifications and assurances will be in effect for the duration of this Agreement. DEL 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 ELC, hereby agree to administer the federally funded and/or state-funded education programs on behalf of the named ELC below. I certify the ELC will adhere to and comply with the Certifications and Assurances and all requirements outlined within this exhibit.

ELC of Escambia - EL177	Alphonsa Henderson, Executive Director
Choose ELC Name and Grant Number	Typed Name/Title of Authorized Official

I certify that the ELC 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.

Alphonsa Henderson	June 10, 2026	850.595.5400
Signature	Date	Area Code/Telephone Number

Early Learning Coalitions (and any ELC subrecipients) are required to submit this certification form with a signature along with each grant Agreement submitted to DEL.

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EXHIBIT IV
ASSURANCES AND CERTIFICATIONS

In performing its responsibilities under the Agreement, the ELC hereby certifies and assures it will comply with the following requirements, as applicable:

I. Federal certifications

- A. Cost allocation plan or indirect cost rate proposal
- B. Proper expenditure reporting.
- C. Status as a non-major corporation.
- 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.

II. Federal or state-required assurances

- A. The Transparency Act (as defined by 2 C.F.R. 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 VPK Program and SR Program funds (ss. 1002.71(1) and (7), F.S., 1002.89, F.S., and 45 C.F.R. § 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).

**EXHIBIT IV
ASSURANCES AND CERTIFICATIONS**

III. Federal certifications – applicable to all entities

A. Cost allocation plan or indirect cost rate proposal

In accordance with 2 C.F.R. § 200.415, *Required certifications*, the ELC must certify the submitted cost allocation plan (CAP) or indirect cost rate proposal, as instructed by DEL. **Note:** DEL’s current cost allocation plan guidance instructs no indirect cost rates are required or used by the Division 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 DEL.

B. Proper expenditure reporting

In accordance with 2 C.F.R. § 200.415, *Required certifications*, the official who is authorized to legally bind the ELC 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 Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, 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 2 C.F.R. § 200.415, *Required certifications*, the ELC must certify whether it meets the definition of a major corporation. 2 C.F.R. § 200.414(a) defines major nonprofit organizations as those which receive more than \$10 million dollars in direct federal funding. The ELC certifies that:

The ELC is not a major nonprofit organization.

The ELC is a major nonprofit organization.

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

The following Certifications are hereby adopted and incorporated herein by reference as if fully set forth herein, as applicable. See 2 C.F.R. 200 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

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

**EXHIBIT IV
ASSURANCES AND CERTIFICATIONS**

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 C.F.R. part

**EXHIBIT IV
ASSURANCES AND CERTIFICATIONS**

- 9, 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 twenty-five thousand dollars (\$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 C.F.R. 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: Alphonsa Henderson

Printed Name: Alphonsa Henderson

Title: Executive Director

Date: June 10, 2026

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**EXHIBIT IV
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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 C.F.R. §§ 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)

**EXHIBIT IV
ASSURANCES AND CERTIFICATIONS**

Temporary personnel and consultants who are directly engaged in the performance of work 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:

**EXHIBIT IV
ASSURANCES AND CERTIFICATIONS**

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
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)

1720 W. Fairfield Dr.

Suite 100/400

Pensacola, FL 32501

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

Signature of Authorized Certifying Official: Alphonsa Henderson

Printed Name: Alphonsa Henderson

Title: Executive Director

Date: June 10, 2026

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**EXHIBIT IV
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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: Alphonsa Henderson

Printed Name: Alphonsa Henderson

Title: Executive Director

Date: June 10, 2026

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**EXHIBIT IV
ASSURANCES AND CERTIFICATIONS**

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 five million dollars (\$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 (3) 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: Alphonsa Henderson

Printed Name: Alphonsa Henderson

Title: Executive Director

Date: June 10 2026

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**EXHIBIT IV
ASSURANCES AND CERTIFICATIONS**

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 ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

Signature of Authorized Certifying Official: Alphonsa Henderson

Printed Name: Alphonsa Henderson

Title: Executive Director

Date: June 10, 2026

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**EXHIBIT IV
ASSURANCES AND CERTIFICATIONS**

IV. Federal or state-required assurances, as applicable

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

A. "The Transparency Act" (as defined in 2 C.F.R. Part 170)

This program award must adhere to the Transparency Act's Subaward and Executive Compensation reporting requirements (as 2 C.F.R. Part 170 defines). Under the Transparency Act, the grantee must report all subawards (as 2 C.F.R. Part 170 defines) more than thirty thousand dollars (\$30,000), unless exempted.

Other Assurances – miscellaneous/general disclosures.

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

1. Use fiscal control and fund accounting procedures which 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 C.F.R. Part 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 which 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 and maintain a proper accounting system in accordance with generally accepted accounting standards.
11. Not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct

EXHIBIT IV
ASSURANCES AND CERTIFICATIONS

- 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 C.F.R. 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 meetings 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 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 details, Respect for Marriage Act, H.R.8404).
 17. Not use federal funds awarded under this Agreement for construction or the purchase of land.

B. 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, limit the salary amount which ELCs may charge to grants and cooperative Agreements which the Administration of Children and Families (ACF) funds. ELCs 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 2026 is two hundred twenty-eight thousand dollars (\$228,000) 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 an individual may earn outside of the duties to the applicant organization. The ELC shall apply this salary limitation to subawards/subcontracts under this Agreement. The ELC's subrecipients shall:
 - 1.1. Not use grant funds to pay for salary costs that exceed the CCDF cap.
 - 1.2. Allocate salaries which multiple funding sources pay and compare these calculations to received program benefits.

EXHIBIT IV
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- 1.3. Perform and document an annual analysis using W-2 data.
2. All CCDF-funded grantees and subgrantees 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 more than the applicable 2026 rate of two hundred twenty-eight thousand dollars (\$228,000) per year (or one hundred nine dollars and sixty-two cents (\$109.62) 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 more than 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 exceed 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.

C. Compensation report requirements

1. In accordance with Executive Order 20-44, each grantee meeting the following criteria shall provide to the department an annual report (last completed fiscal year) 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 fifty percent (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 emailed to: ExOrder20-44@fldoe.org and uploaded to SharePoint/Coalitions Zone/*ELC Name*/FMSAS Document Exchange/Current Year FMSAS/*Current Year* Compensation Reporting by March 1 of each year and when there is any change to executive staff compensation. Executive Order 20-44 may be obtained via this link:
https://www.flgov.com/eog/sites/default/files/executive-orders/2024/EO_20-44.pdf.

D. Restrictions on funding ACORN

To comply with P.L. 111-117, the ELC 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 the Defund ACORN Act, House of Representatives (H.R.) 3571, defines.

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E. Separation of Early Learning funds

Pursuant to ss. 1002.71(1) and (7), F.S., s. 1002.89, F.S., and 45 C.F.R. part 98.56, the VPK, SR, SR PLUS, and DR Programs are independent programs with separate state and federal funding. All ELC expenditures made, and fiscal records maintained shall reflect funds expenditure separation and such funds shall be distinctive and clearly identifiable in all fiscal records the ELC maintains. The ELC hereby certifies it will expend all:

1. SR (Child Care and Development Fund, TANF, Social Services Block Grant and General Revenue and matching) funds solely for operating the SR Program.
2. SR Plus Program state general revenue funds solely for operating the SR Plus Program.
3. VPK Program state general revenue funds solely for operating the VPK Program.
4. DR Program Child Care and Development Fund solely for operating the DR Program.

F. Subrecipient monitoring

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

G. Immigration status

The ELC 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.

H. Standards of conduct

The ELC certifies that it shall comply with the provisions of 2 C.F.R. § 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 which constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

I. 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 2 C.F.R. Part 200, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

J. Conflicts of Interest

1. Pursuant to 2 C.F.R. § 200.318, *General procurement standards*, the Division must maintain oversight to ensure the ELC performs scoped services in accordance with minimum standards or conduct.
 - 1.1. If the ELC has a parent, affiliate, or subsidiary organization which is not a state or local government, the ELC must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest

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mean, because of relationships with a parent company, affiliate, or subsidiary organization, the ELC is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- 1.2. The ELC'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 ELC 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.

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

1. Federal and state standards for procurement and contracts administration require all contractual Agreements exceeding one hundred thousand dollars (\$100,000) to address requirements for compliance with federal labor laws. See 2 C.F.R. Part 200 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 forty-hour (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 the purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

L. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as applicable

1. Federal and state standards for procurement and contracts administration require all contractual Agreements exceeding \$2,000 to address requirements for compliance with federal labor laws. See 2 C.F.R. Part 200 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 ELC, 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 or she is otherwise entitled. The ELC shall report all suspected or reported violations to DEL.

M. Davis-Bacon Act, as amended (40 U.S.C. 3141 et. seq.), as applicable

When federal program legislation requires, for 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. 3141 et seq.), as supplemented by Department of Labor (DOL) regulations (29 C.F.R. 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.

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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 C.F.R. Part(s) 1, 3, 5, 6 and 7.

N. Equal Employment Opportunity (EEO)

The ELC certifies it is in compliance with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 C.F.R., 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 C.F.R. part 60) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor supplements. See 2 C.F.R. 200, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

O. Procurement of Recovered Materials, as applicable

1. Pursuant to 2 C.F.R. §§ 200.317, *Procurements by states*, and 200.323, *Procurement of recovered materials*, the ELC 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 C.F.R. 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 ELC shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 C.F.R. Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the ELC determines 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 by 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 ELC purchases more than ten thousand dollars (\$10,000) of the item under this Agreement; or

EXHIBIT IV
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- 3.2. During the preceding Federal fiscal year, the ELC: (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 more than ten thousand dollars (\$10,000) of the item both under and outside that contract.

P. Procurements and other purchases

The ELC must comply with applicable federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.058, F.S. However, the ELC is not required to competitively procure direct service providers for the SR or VPK Programs. The ELC must have documented procurement policies and procedures which meet the minimum requirements of federal rules and regulations located at 2 C.F.R. §§ 200.317-200.327. and/or Chapter 287, F.S., whichever is more restrictive.

Q. Property

1. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules, and regulations. The ELC shall comply with the provisions of 2 C.F.R. §200.311, *Real property*, 2 C.F.R. §200.313, *Equipment*, and 2 C.F.R. §200.314, *Supplies*. The ELC shall include in all subrecipient contracts, and any contracts for services which include purchasing/procuring equipment, language which requires property a subrecipient purchases with funds provided under the Agreement to revert to the ELC 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 ELC under this Agreement shall be vested in the ELC; however, title and ownership shall be transferred to DEL upon termination of the ELC’s participation in early learning programs, unless otherwise authorized in writing by DEL. All property required to be returned to the Division will be in good working order. See 2 C.F.R. § 200.318, *General procurement standards*, s. 273.02, F.S., and Rule 69I-72.002, F.A.C.
3. Pursuant to 2 C.F.R. § 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 of less than five thousand dollars (\$5,000), whether classified as equipment, technology items or supplies must be safeguarded. The ELC shall 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-72.002, F.A.C. In accordance with 2 C.F.R. § 200.439, *Equipment and other capital expenditures*, and DEL Program Guidance 240.05 - Prior Approval, property shall not be purchased with program funds without prior approval from DEL.
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.

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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 ELC. The ELC shall inventory annually and maintain accounting records for all equipment purchased in accordance with DEL 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 October 1 of each year, whenever the custodian or custodian’s delegate changes, the ELC shall conduct a physical inventory of specified equipment and provide a copy to DEL.
7. Based on s. 273.055, F.S., and Rule 69I-72.002, F.A.C., when original or replacement equipment acquired by the ELC or its subrecipient/contractor 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. Proceeds received from the sale of property with a current per unit fair market value up to five thousand dollars (\$5,000) may be retained at the ELC level to be used to support ongoing operations of the same program that obtained or purchased the property item(s) sold. 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 shall then be reported in accordance with DEL Program Guidance 240.01 – Cash Management Procedures. This identification of income is necessary to meet the reporting requirements of HHS. Complete documentation for this type of income and expenditure must be maintained for monitoring and auditing purposes. If the ELC no longer receives funds for the particular project or program, the income from such equipment sales will be returned to the Division to be forwarded to the US DHHS. Upon termination of a project, and at the discretion of the Division, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Division and all necessary actions to transfer the ownership records of the equipment/property to the Division, or its designee, will be taken. Equipment initially purchased with federal funds with a current per-unit fair market value of more than five thousand dollars (\$5,000) must be processed in accordance with 2 C.F.R. § 200.313(e)(2), *Equipment*, with the assistance and prior written approval of the Division.

R. Reporting of matters related to recipient integrity and performance

Unless exempt from these requirements per OMB guidance at [2 C.F.R. Appendix XII to Part 200](#), the ELC 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). DEL is required to review and consider this and other publicly available information to evaluate/review risk related to the ELC’s integrity, business ethics, and record of performance under federal awards in accordance with 2 C.F.R. §200.332(b), *Requirements for pass-through entities* .

EXHIBIT IV
ASSURANCES AND CERTIFICATIONS

S. Unique Entity Identifier and System for Award Management (SAM)

Unless exempt from these requirements under OMB guidance at 2 C.F.R. Part 25 (e.g., individuals), the ELC 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://sam.gov/SAM/>
2. Always maintain an active SAM registration with current information 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.

T. 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)

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

As described in 2 C.F.R. § 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, the covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For 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.

V. 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.

EXHIBIT V

Complete the table for the ELC’s administrative and CCR&R Organization office(s). If the administrative office operates different days/hours than the CCR&R office, list those offices on separate lines. Conversely, if the offices operate on the same days and hours, then list them on a single line. Enter specific dates, not the names of holidays in the final column.

ELC	Office		Operation		Holiday
County	Address (street, city, zip)	Office Type	Days of the Week	Hours of the Day	Office Closure Dates
Escambia	1720 W. Fairfield Dr. Suite 100/400 Pensacola, FL 32501	<input checked="" type="checkbox"/> Admin <input checked="" type="checkbox"/> CCR&R	Monday – Thursday, & Friday	7:30 am – 5:00 pm	07-03-26 09-07-26 11-11-26 11-26 & 11-27-26 12-24 & 12-25-26 01-01-27 01-18-27 05-31-27
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Admin <input type="checkbox"/> CCR&R	Click or tap here to enter text.	am – pm am – pm	
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Admin <input type="checkbox"/> CCR&R	Click or tap here to enter text.	am – pm am – pm	
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Admin <input type="checkbox"/> CCR&R	Click or tap here to enter text.	am – pm am – pm	
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Admin <input type="checkbox"/> CCR&R	Click or tap here to enter text.	am – pm am – pm	
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Admin <input type="checkbox"/> CCR&R	Click or tap here to enter text.	am – pm am – pm	

The ELC is responsible for providing the following reports to the report recipient **with a copy of each to the ELC's assigned grant manager** by the due dates. For reports where the report recipient is an update to the SSIS, the ELC shall provide email notification to the DEL grant manager that the report requirement has been completed.

Due Date	Reports	Reference	Report Recipient
Within 5 days of the effective date of this Agreement	A copy of the E-Verify "Edit Company Profile" screen	Exhibit I (J.2.)	<i>SharePoint/Coalitions Zone/ELC Name/Coalition Document Exchange/E-Verify</i>
July 20	Budget Report	Exhibit II (D.1. and F.5.)	<i>SharePoint/Coalitions Zone/ELC Name/Coalition Document Exchange/Annual Budget Report</i>
July 31	Return of Interest Earned on Funds	Exhibit II (F.4.)	Division of Early Learning Attn: Financial Administration and Budget Services 325 West Gaines Street Tallahassee, Florida 32399-0400
August 30	Executive Director Evaluation	Applicable Rules and Regulations C.2.8. Rule 6M-9.120	<i>SharePoint/Coalitions Zone/ELC Name/Coalition Document Exchange/Grant Agreement Deliverables/CEO-ED Annual Performance Evaluation</i>
August 31	Internal Control Questionnaire	Exhibit III (B.4.)	<i>SharePoint/Coalitions Zone/ELC Name/ FMSAS Document Exchange/Current Year FMSAS/Current Year ICQ (To Be Completed or Completed)</i>
Last business day in August	CCR&R ELC Staff List	Exhibit II (C.3.3.)	<i>SharePoint/Coalitions Zone/ELC Name/Accountability Document Exchange – Restricted/Current Year CCRR</i>
October 1	Coalition Annual Report	Exhibit II (D.7.4.1.)	<i>SharePoint/Coalitions Zone/ELC Name/Coalition Annual Report</i>
October 1	Master Property Inventory Report	Exhibit IV (R.6.)	<i>SharePoint/Coalitions Zone/ELC Name/ ELC Inventory</i>
October 1	Revenue and Expenditure Report	Exhibit II (D.1.)	<i>SharePoint/Coalitions Zone/ELC Name/Coalition Document Exchange/Annual Expenditure Report/Current Year</i>
October 1	Subrecipient Monitoring Plan (for all contracts, grants, Agreements, and programs)	Exhibit II (D.6.2.)	<i>SharePoint/Coalitions Zone/ELC Name/ Monitoring Plan</i>
November 1 or other date specified by DEL	CCDF Quality Performance Report (QPR)	Exhibit II (D.7.4.1.)	As instructed by DEL
March 1 For FY 24-25 and as needed,	Annual Executive Compensation Report	Exhibit IV (C)	exorder20-44@fldoe.org .

Due Date	Reports	Reference	Report Recipient
within 14 days of a change to any executive staff's compensation			
Thirty (30) days after receipt or March 31, whichever is earlier	Single Audit Report	Exhibit III, Audit Requirements	<i>SharePoint/Coalitions Zone/ELC Name/FMSAS Document Exchange/Current Year FMSAS/Annual Audit Files</i>
April 15	CCDF Salary Cap testing Form	Exhibit IV, Section IV.C.	<i>SharePoint/Coalitions Zone/ELC Name/FMSAS Document Exchange/Current Year FMSAS/Current Year Salary Cap Testing</i>
May 1	Continuity of Operations Plan (COOP) / Update	Exhibit II (D.4.2.)	<i>SharePoint/Coalitions Zone/ELC Name/COOP</i>
May 15	Cost Allocation Plan or Certification Form	Exhibit II (D.2.) and Exhibit IV, Section III.A.	<i>SharePoint/Coalitions Zone/ELC Name/FMSAS Document Exchange/Current Year FMSAS/Current Year Cost Allocation Plan</i>
May 31	CCR&R Annual Provider Profile	Exhibit II (C.3.5)	<i>Update in SSIS</i>
June 30	Anti-Fraud Plan	Exhibit II (D.3.)	<i>Email to inspector.general@del.fldoe.org</i>
BY SPECIFIED TIMEFRAME			
Monthly, included with invoice workbook submission	Coalition Funders worksheet	Exhibit II (D.5.2.)	<i>Submit with excel monthly invoice – ELC does not need to sign and include in pdf invoice packet</i>
Monthly, included with invoice workbook submission	Out of State and Conference Travel Quarterly Report	Program Guidance 240.10 Attachment G	<i>Submit with excel monthly invoice – ELC does not need to sign and include in pdf invoice packet</i>
Every 3 years and as needed thereafter	Coalition Plan & Plan Amendments	Exhibit II (D.1.)	<i>SharePoint/Coalitions Zone/ELC Name/Coalition Plan/Current Year</i>
AS NEEDED			
As needed	Conflicts of Interest and Related Parties	Exhibit III (B.2.) and Exhibit IV, Section IV (K.2.)	<i>SharePoint/Coalitions Zone/ELC Name/Coalition Document Exchange/Related Parties</i>
As needed, within 5 days of a new hire	A statement identifying a new hire with its E-Verify case number	Exhibit I (J.3.)	<i>SharePoint/Coalitions Zone/Document Exchange/E-Verify/FYXX</i>
As needed, within 4 months of starting employment as a CCR&R Coordinator and completing the coordinator certification	CCR&R Coordinator Evaluation	Exhibit II (C.3.8.)	CCR&R State Network Office
As needed, within 4 months of starting employment as a CCR&R specialist and completing the Specialist certification	CCR&R Specialist Evaluation	Exhibit II (C.3.1)	CCR&R State Network Office

**EXHIBIT VII
SERVICE PROVISION**

Initial whether the ELC or a contracted subrecipient performs each listed activity or whether neither entity performs the activity.

Program/Task/Activity	ELC	Subrecipient Contractor*	Neither Entity
CCR&R network	WBW	N/A	N/A
Warm-Line	WBW	N/A	N/A
SR and SR Plus Programs			
Child eligibility	WBW	N/A	N/A
Management of child care placements	WBW	N/A	N/A
Provider eligibility and contracting	WBW	N/A	N/A
Developmental screening	WBW	N/A	N/A
Direct enhancement (quality) services	WBW	N/A	N/A
SR Match Program	WBW	N/A	N/A
VPK Program			
VPK child eligibility and enrollment/management of placements	WBW	N/A	N/A
VPK provider eligibility and contracting	WBW	N/A	N/A

**For each activity a subrecipient contractor performs, the ELC shall provide DEL with a copy of the subrecipient contract at the time of Grant Agreement execution.*