



ORANGE COUNTY SCHOOL READINESS COALITION, INC. d/b/a

**EARLY LEARNING COALITION OF ORANGE COUNTY**

Contract #XXXXXXXX

COMPANY NAME

SERVICES BEING CONTRACTED:

XXXXXXXXXXXX

**Term of Agreement**

THIS CONTRACT is between the Orange County School Readiness Coalition, Inc. d/b/a **Early Learning Coalition of Orange County**, hereinafter referred to as the "COALITION", and XXXXXXXXXXXX hereinafter referred to as the "CONTRACTOR".

**THE CONTRACTOR AGREES:**

**A. ATTACHMENT 1- SCOPE OF WORK**

The CONTRACTOR agrees to provide XXXXXXXX Services in accordance with the scope of work specified in Attachment 1, which is hereby incorporated into this CONTRACT.

**B. ATTACHMENT II -ASSURANCES AND CERTIFICATIONS**

The CONTRACTOR agrees in performing its responsibilities under the CONTRACT that it will be in full compliance with the assurances and certifications as specified in Attachment II, which is hereby incorporated into this CONTRACT.

**C. TYPE OF CONTRACT**

This CONTRACT shall be a  Fixed price  Cost Reimbursement CONTRACT.

**D. SUBRECIPIENT AND VENDOR DETERMINATION**

The COALITION has identified the CONTRACTOR as a  Vendor  Subrecipient

**E. RELATIONSHIP OF PARTIES (INDEPENDENT CONTRACTOR RELATIONSHIP)**

The relationship between the COALITION and the CONTRACTOR is that of client and independent CONTRACTOR. The CONTRACTOR is solely responsible for the manner and means by which the scope of work as specified in Attachment I is carried out. Nothing in the CONTRACT is intended to or shall be deemed to constitute a partnership or joint venture between the parties. No agent, employee, or servant of the CONTRACTOR or any of its Subcontractors is or shall be deemed to be an employee, agent, or servant of the COALITION for any reason.

**F. PERCENTAGE OF FEDERAL AND STATE SOURCES**

The Coalition receives 100% of public support funding from the Office of Early Learning (DEL). The funding received from DEL is derived from both federal and state sources. The percentage of public support funding to facilitate this CONTRACT will be 70% derived from federal sources and 30% derived from the State of Florida.

**G. STATE DATA AND COALITION DATA**

The State of Florida will be and remain the owner of all data made available by the State to the CONTRACTOR or its agents, subcontractors, or representatives pursuant to this CONTRACT. As between the parties, the COALITION data will be and remain the property of the COALITION regardless of whether the CONTRACTOR or the COALITION is in possession or control of the data. The CONTRACTOR will not use the State data or COALITION data for any purpose other than providing the Services, as specified in Attachment I, nor will any part of the State data or COALITION data be disclosed, sold, assigned, leased or otherwise

disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the CONTRACTOR, nor will any employee of the CONTRACTOR other than those on a strictly need to know basis have access to the State data or COALITION data.

## H. REQUIREMENTS OF SECTION 287.058, FLORIDA STATUTES

1. The CONTRACTOR shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. The CONTRACTOR shall allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with the CONTRACT, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Subsection 119.07(1), Florida Statutes. It is expressly understood that the COALITION may unilaterally cancel this CONTRACT for refusal by the CONTRACTOR to comply with this provision.
3. The COALITION has clearly established all tasks the CONTRACTOR is required to perform as specified in Attachment I, Scope of Work, which is incorporated into this CONTRACT.
4. The CONTRACTOR shall provide quantifiable, measurable, and verifiable units of deliverables that must be received and accepted in writing by the COALITION prior to payment. Each deliverable must be directly related to the scope of work and specify a performance measure. As used in this paragraph, the term "performance measure" means the required minimum acceptable level of service to be performed and criteria for evaluating the successful completion of each deliverable.
5. The CONTRACTOR shall comply with the contract delivery terms (criteria), related timelines and final completion date(s) as specified by which such criteria must be met for completion of this CONTRACT.
6. The CONTRACTOR acknowledges and agrees that the COALITION has established a provision specifying the financial consequences that apply if the CONTRACTOR fails to perform the minimum level of service required by the Contract. The provision for financial consequences is specified in Attachment I, Scope of Work, which is incorporated into this CONTRACT.
7. The CONTRACTOR acknowledges and agrees that the intellectual property rights for pre-existing property shall be the exclusive property of the CONTRACTOR. The CONTRACTOR acknowledges and agrees that any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, schematics, or blueprints created/developed exclusively by the CONTRACTOR's personnel in connection with the services provided to the Coalition hereunder shall be the exclusive property of the State of Florida. If the CONTRACTOR fails to provide the services or is no longer providing services, the previously stated items shall be the exclusive property of the State of Florida. Proceeds from sale/licensing activities, ownership shall be determined as specified by applicable state statute.

## I. GOVERNING LAWS

### 1. State of Florida Requirements

- a. **School Readiness Act and Voluntary Prekindergarten Program Act:** The CONTRACTOR agrees that its CONTRACT shall be performed, administered, executed and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida, particularly the School Readiness Act, Part VI of Chapter 1002, Florida Statutes, Section 1 (b), Article IX of the State Constitution and the Voluntary Prekindergarten Education program as set forth in Ch. 2004-484, Laws of Florida (LO.F.) and Part V of Chapter 1002, Florida Statute.
- b. **Early Learning Programs:** The CONTRACTOR agrees that its CONTRACT shall be performed, administered, executed and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida, particularly the Florida Statutes 1002.51 through 1002.79, 1002.81 through 1002.97, and 216.401 F.S., 230.2303 F.S., 402.25 F.S., 409.178 F.S., 414.045(1) F.S., 414.1585(1) F.S., 435.04 F.S., 445.023 F.S., 445.032 F.S., 445.017 F.S., Part A, Title IV of the Social Security Act, 45 CFR Parts 74, 92, 98, 99, and 260-265, and Rules 65C-20, 21, and 22 Florida Administrative Code (F.A.C).
- c. The CONTRACTOR agrees that this CONTRACT is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the CONTRACT. The parties further agree that Orange County shall be the venue of any legal action between the parties.
- d. The CONTRACTOR and all of its officers, employees and agents shall comply with the confidentiality provisions set forth in Section 39.0132, 39.202, and 39.814, Florida Statutes, and in any subsequent amendments to any of these statutes, and shall not release any information regarding any of the children in its care, or the family of children in its care, except as specifically authorized by these statutes. The CONTRACTOR hereby acknowledges that failure to abide by the requirements of these statutes constitutes a criminal offense as set forth in Section 39.205, Florida Statutes.

CONTRACTOR further agrees to comply with Part VI of chapter 1002, Florida Statute, chapter 2004-484, Laws of Florida (L.O.F.), and Part V of Ch. 1002, Florida Statute as it relates to records of children in the School Readiness and Voluntary Prekindergarten Education (VPK) Programs.

- e. The parties shall be governed by applicable state and federal laws, rules and regulations including, but not limited to those referenced in this CONTRACT, and all Attachments contained herein.
- f. The CONTRACTOR agrees to comply with Florida Statutes 11.062, 39, 112.061, 119, 215.97, 216.347, 273, 282.3031, 286.25, 287.017, 287.057, 287.058, 287.0585, 415, and 946.40 and (4).
- g. **CSFA (Catalog of State Financial Assistance) notification:** The CONTRACTOR agrees to ensure that all its activities under the CONTRACT shall be conducted in conformance with the regulations required under the General Revenue Unrestricted award, CSFA number 75.005, and the Voluntary Prekindergarten award, CSFA number 75.007 and CSFA number 48.108.

<http://www.floridaearlylearning.com/sites/www/Uploads/files/DEL%20Resources/Rules%20Guidance%20and%20Proposed%20Rules/Issued%20Program%20Guidance/CashManagementProcedures240.01PDFADA.pdf>

<http://www.floridaearlylearning.com/sites/www/Uploads/files/DEL%20Resources/Rules%20Guidance%20and%20Proposed%20Rules/Issued%20Program%20Guidance/SRFundsManagement240.04FinalADA.pdf>

## 2. Federal Requirements

- a. **CFDA (Catalog of Federal Domestic Assistance) notification - CCDBG, CCDF, TANF, and SSBG:** The CONTRACTOR shall ensure that all its activities under the CONTRACT shall be conducted in conformance with the current provisions and regulations required under the:
  - 1) Child Care and Development Fund (hereinafter referred to as "CCDF"), CFDA numbers 93.596, 93.575, 42 USC 9858 et seq. and section 418 of the Social Security Act, as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act, 42 USC 618,
  - 2) Temporary Assistance for Needy Families Program (hereinafter referred to as "TANF"), CFDA number 93.558, 42 USC 601 et seq.,
  - 3) Social Services Block Grant (hereinafter referred to as "SSBG"), CFDA number 93.667,
  - 4) 45 C.F.R. Parts 74, 92, 98 and 99, and 260-265,
  - 5) And other applicable federal regulations and policies promulgated hereunder.
  - 6) Subrecipients, at a minimum, must comply with DEL Program Guidance 240.07\_ <http://www.floridaearlylearning.com/sites/www/Uploads/files/Oe1%20Resources/Rules%20Guidance%20and%20Proposed%20Rules/Issued%20Program%20Guidance/Enrollment%20and%20Quality%20Expenditures240.07PDFADA.pdf> and Uniform Guidance, 2 CFR Part 200, subparts A, B, C, D, E, and F.

**b. The CONTRACTOR shall comply with all applicable federal laws including but not limited to:**

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
- 6) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

**c. Equal Employment Opportunity (E.E.O.)**

The CONTRACTOR agrees that it will comply with Executive Order No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR part 92.36(i)(3).

**d. Copeland Anti-Kickback Act**

When applicable, (all construction or repair contracts awarded by the Coalition in excess of \$2,000) the CONTRACTOR agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by the Department of Labor (29 CFR Part 3). The Act provides that each CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**e. Davis-Bacon Act, as amended**

When federal program legislation requires, (all construction contracts awarded by the Coalition of more than \$2,000) the CONTRACTOR agrees to comply with the Davis-Bacon Act as amended (40 U.S.C. 276a to 40 U.S.C. 2760-7), and as supplemented by the Department of Labor regulations (29 CFR Part 5), the Copeland Anti-Kickback Act (40 U.S.C. 276C and 18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by the Department of Labor regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements. The Act provides that 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. In addition, Contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a Contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6, and 7.

**f. Contract Work Hours and Safety Standards Act**

When applicable, (all contracts awarded by the Coalition in excess of \$100,000 for construction contracts and in excess of for other contracts that involve the employment of mechanics or laborers) CONTRACTOR agrees to comply with the Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less



than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**g. Rights to Inventions Made Under a Contract or Agreement:**

The CONTRACTOR is aware and agrees that the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Right 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.

**h. Clean Air Act and the Federal Water Pollution Control Act, as amended**

When applicable, if this CONTRACT is in excess of \$150,000, the CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq. and 42 U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Act as amended (33 U.S.C. 1368 et seq. and 33 U.S.C. 1251 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. Part 15). The CONTRACTOR shall report any violations of the above to the COALITION, the Federal awarding agency, and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR part 2543.86.

**i. Byrd Anti-Lobbying Amendment**

The CONTRACTOR shall comply with the provisions of the Byrd-Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this contract is in excess of \$100,000, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying. CRWDB is aware and agrees that any Contractors who apply or bid for on award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**j. Debarment and Suspension**

The CONTRACTOR is aware and agrees that no Contract shall be made to parties listed on the General Services Administration's List of Parties Excluded in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR Part 180 from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension." The list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and CONTRACTORS declared ineligible under statutory or regulatory authority other than Executive order 12549. CONTRACTORS with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and of its principal employees. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. Part 98, the CONTRACTOR must provide assurances that it is not presently nor previously within a three-year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. The CONTRACTOR shall complete the Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transaction form, included in Attachment II of this CONTRACT.

**k. Copyrights and Rights in Data**

- 1) Pursuant to section 286,021 Florida Statute, if any discovery or invention arises or is developed in the course or as a result of work or services performed by CONTRACTOR under this CONTRACT, or is in any way connected herewith, CONTRACTOR shall refer the discovery or invention to the CONTRACT who shall refer it to the appropriate governing agency to determine whether patent protection shall be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the CONTRACT are hereby reserved to the State of Florida.
- 2) In the event that any books, manuals, films, or other copyrightable materials are produced the CONTRACTOR shall notify the COALITION. Any and all copyrights accruing or in connection with the performance funded by this CONTRACT are hereby reserved to the State of Florida.
- 3) To the extent permitted by law, CONTRACTOR, shall indemnify and save the COALITION and its employees harmless from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by CONTRACTOR in the performance of the CONTRACT. CONTRACTOR shall

have no liability when such claim is solely and exclusively due to the State of Florida's alteration of the article.

**l. Energy Efficiency Standards and Policies and Conservation Ad:**

The CONTRACTOR agrees that it shall comply with mandatory standards and policies relating to energy efficiency contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871), [(45 CFR part 92.36(i)(13)].

**m. Public Entity Crime**

Pursuant to sections 287.132 and 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**n. Immigration and Nationality Ad**

The CONTRACTOR agrees that unauthorized aliens shall not be employed. Employment of unauthorized aliens is a violation of section 27 4A(e) of the Immigration and Nationality Act (8 U.S.C. 1 324a). Such violation shall be cause for unilateral cancellation of this CONTRACT by the COALITION.

**o. Drug-Free Workplace**

Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29

C.F.R. Part 98, subpart F, the CONTRACTOR shall provide a drug-free workplace as certified by completing the Certification Regarding Drug-Free Workplace Requirement form, included in Attachment II of this Contract.

**p. Pro-Children Ad**

The CONTRACTOR agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts.

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

The CONTRACTOR shall certify that they shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, sexual orientation, marital status, or sex. The CONTRACTOR shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The CONTRACTOR agrees to insert a similar provision in all subcontracts that shall meet the requirements as set forth in Public Law 105-220, Section 188.

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

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

**s. Departments of Labor, Health and Human Services, and Education and Related Agencies**

**Appropriations Act of 1995:**

The CONTRACTOR shall comply with section 507, P.L. 03-333 of the Terms and Conditions of the Health and Human Services Administration for Children and Families Child Care and Development Fund, which state that to the extent practicable, all equipment and products purchased with funds made available in this Act should be American-Made.

**t. Trafficking Victims Protection Act of 2000:**

The CONTRACTOR shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, of the Terms and Conditions of the Health and Human Services Administration for Children and Families Child Care and Development Fund, which authorizes the COALITION to terminate the CONTRACT, without penalty, if the CONTRACTOR (a) Engages in severe forms of trafficking in persons during the period of time that the CONTRACT is in effect; (b) Procures a commercial sex act during the period of time that the CONTRACT is in effect; or (c) Uses forced labor in the performance of the CONTRACT.

**u. Civil Rights:**

The CONTRACTOR agrees that no person shall, on the grounds of race, color, national origin, disability, religion, sex, marital status, or political belief, be excluded from participation in, denied the benefit(s) of, or be otherwise discriminated against as an employee, volunteer, or client of the CONTRACTOR, except that services may be designated for specific client groups as defined by the Office of Early Learning (DEL). The CONTRACTOR agrees to maintain reasonable access to handicapped persons.

**J. RECORD KEEPING**

- 1) The CONTRACTOR shall retain all records (including electronic storage media) pertinent to this CONTRACT for a period of five (5) years from the date of final payment of this CONTRACT, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Records for equipment shall be maintained beyond the prescribed period if necessary, to ensure that they are retained for five (5) years after final disposition of the property.
- 2) The CONTRACTOR will cooperate with the COALITION to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the CONTRACTOR is unable to retain the records for the required period, the CONTRACTOR will notify the COALITION in writing and request instructions. CONTRACTOR shall not dispose of any records without the prior written consent of the COALITION.
- 3) Should the CONTRACTOR terminate/close their business organization/operations, go out-of-business, or unilaterally terminate this CONTRACT, the CONTRACTOR will assist the COALITION in the COALITION'S immediate acquisition and inventory of items, and storage of records.
- 4) The CONTRACTOR shall include the aforementioned record keeping requirements in all approved subcontracts and assignments.

**K. ACCESS TO RECORDS**

At any time during normal business hours and as often as the COALITION, the State of Florida, United States Department of Labor, Comptroller General of the United States, or their designated representatives may deem necessary, CONTRACTOR shall make available all appropriate personnel for interviews and all such financial, applicant, or participants' books, documents, papers and records (including computer records), or other data relating to matters covered by this CONTRACT, for examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities and determining compliance with all applicable rules and regulations, and the provisions of this CONTRACT. The above referenced records shall be made available at the CONTRACTOR'S expense, at reasonable locations as determined by the COALITION.

Pursuant to section 20.055(5), F.S. the CONTRACTOR and any subcontractor understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**Public Records.** All contract information becomes subject to Florida Public Records law, F.S. Chapter 119. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBCONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE FLORIDA OFFICE OF THE ATTORNEY GENERAL AT (850) 245-0140.

**L. INVOICING**

Invoicing for the CONTRACTOR'S services shall be made in accordance with the terms specified in Attachment I.

**M. ASSIGNMENTS AND SUBCONTRACTS**

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

The CONTRACTOR agrees to be responsible for all work performed and all expenses incurred in connection with the CONTRACTOR'S work or by subcontractors and consultants who may be hired by CONTRACTOR

under the CONTRACT. The COALITION reserves the right to reject the subcontracting of certain services or training and the use of particular subcontractors. If the COALITION permits the CONTRACTOR to subcontract all or part of the work contemplated under this CONTRACT, including entering into subcontracts with vendors or community providers for services and commodities, it is understood by the CONTRACTOR that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the COALITION. Such review of the written subcontract document by the COALITION shall be limited to a determination of whether or not the COALITION approves of the subcontractor and the applicable terms and conditions of this CONTRACT. The CONTRACTOR further agrees that the COALITION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the CONTRACTOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The CONTRACTOR, at its expense, shall defend the COALITION against such claims.

The COALITION shall at all times be entitled to assign or transfer its rights, duties, or obligations under this CONTRACT to another governmental agency in the State of Florida, upon giving prior written notice to the CONTRACTOR. In the event the COALITION approves transfer of the CONTRACTOR'S obligations, the CONTRACTOR remains responsible for all work performed and all expenses incurred in connection with the CONTRACT prior to the date of the assignment or transfer. In addition, this CONTRACT shall bind the successors, assigns, and legal representatives of the CONTRACTOR and of any legal entity that succeeds to the obligations of the COALITION.

The CONTRACTOR agrees to make payments to the subcontractor within seven (7) calendar days after receipt of full or partial payments from the COALITION or its designated agent, unless otherwise stated in the CONTRACT between the CONTRACTOR and subcontractor. If the CONTRACTOR without reasonable cause fails to make payments required by section 287.0585 Florida Statutes to the subcontractor within seven (7) calendar days after the receipt by the CONTRACTOR of full or partial payment, the CONTRACTOR shall pay to the subcontractor a penalty in the amount of one-half of one (1) percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due. The COALITION may undertake or award supplemental contracts for work related to the CONTRACT, or any portion thereof. The CONTRACTOR shall cooperate with such other CONTRACTORS and the COALITION in all such cases. Any subcontractors to the CONTRACTOR shall be required to abide by this provision as a condition of the agreement between the subcontractor and CONTRACTOR.

#### **N. STAFFING**

The CONTRACTOR acknowledges and agrees to maintain sufficient staff to deliver the agreed upon services required by this CONTRACT as set forth in Attachment I to this CONTRACT. The COALITION reserves the right, at its full discretion, to reject any of the CONTRACTOR'S or subcontractor's staff whose qualifications or performance is insufficient to deliver the agreed upon contracted services. The COALITION will act in good faith and shall not be unreasonable in its determination.

#### **O. KEY PERSONNEL**

The CONTRACTOR must notify the COALITION in writing within five (5) CONTRACTOR'S business days of its intent to substitute or divert key personnel from the project. No substitution or diversion shall be made to the levels or categories of key personnel without the prior written consent of the COALITION.

#### **P. MONITORING**

The COALITION shall monitor the CONTRACTOR'S performance as outlined in Attachment 1, Scope of Work and according to the COALITION CCDF State Plan, compliance with State, Federal, and DEL Regulations on an ongoing basis, but not less than quarterly. These activities shall include, but are not limited to regular contact with subrecipients, vendors, desk reviews, and site visits. If as a result of the monitoring, the services provided are deemed to be unsatisfactory and in non-compliance with the terms of the CONTRACT, monitoring then will be done on a monthly basis until satisfaction is obtained and the CONTRACTOR may be required to submit a corrective action plan.

#### **Q. CORRECTIVE ACTION/NON-COMPLIANCE**

Corrective action shall be taken to correct identified deficiencies and produce recommended improvements. The CONTRACTOR will be advised in writing about the requirements necessary to correct any non-compliance problems. If appropriate, as determined by the COALITION, the CONTRACTOR may be required to submit a corrective action plan, including the dates when any corrective action will be completed. Failure to comply with a corrective action plan may lead to the termination of this CONTRACT.

#### **R. WITHHOLDING OF FUNDS**

The COALITION reserves the right upon written notice, to withhold funds, in whole or in part, for non-- performance under the approved plan or non-compliance with the terms and conditions of the CONTRACT until such time as the COALITION determines that the CONTRACTOR has corrected its performance and is in full compliance with the CONTRACT. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The COALITION will provide the CONTRACTOR with written notice that details its findings of non-performance or non-compliance and timelines for submitting a corrective action plan and correcting all noted deficiencies. In order to ensure funds are not withheld, the CONTRACTOR shall respond to the notice within thirty (30) calendar days or the timeline specified and provide a corrective action plan that addresses all noted deficiencies. If the corrective action plan is approved by the COALITION, the CONTRACTOR shall implement the corrective action within the prescribed timeframe. Failure to respond in writing and submit a subsequent corrective action plan within thirty (30) calendar days, or other timeline specified by the COALITION, may lead to funds being withheld from the CONTRACTOR. Once the COALITION determines that the corrective action has been successfully implemented and that the CONTRACTOR is in compliance with the CONTRACT, the COALITION will re-instate the funds previously withheld.

#### **S. INDEMNIFICATION**

**NOTE:** Subparagraphs 1 and 2 below are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), Florida Statutes:

1. To the extent permitted by law, the CONTRACTOR shall be liable for and indemnify, defend, and hold the COALITION and all of its officers, agents, and employees harmless from all claims, losses, suits, judgments, or damages, including administrative proceedings, attorneys' fees (including all levels of appeal) and court costs and expenses, arising out of any acts, actions, negligence, or omissions by the CONTRACTOR, its agents, officers, subcontractors, or employees during the performance or operation of this CONTRACT or any subsequent fees (including all levels of appeal) and court cost expenses, arising out of any acts, actions, negligence, or omissions by the CONTRACTOR, its agents, officers, subcontractors, or employees during the performance or operation of this CONTRACT or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. This section shall survive the expiration or earlier termination of this CONTRACT. To the extent considered necessary by the COALITION, any sums due CONTRACTOR under this CONTRACT may be retained by the COALITION until all of the COALITION'S claims for indemnification pursuant to this CONTRACT have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the COALITION. The parties agree that such indemnification obligations shall survive the expiration or termination of this CONTRACT. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.
2. The CONTRACTOR'S inability to evaluate its liability or its evaluation of liability shall not excuse the CONTRACTOR'S duty to defend and to indemnify within seven (7) calendar days after written notice is given by the COALITION to the CONTRACTOR by certified mail, return receipt requested, or in person with proof of delivery. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the CONTRACTOR not liable shall excuse performance of this provision. The CONTRACTOR shall pay all costs and fees, including attorneys' fees related to these obligations and their enforcement by the COALITION. The COALITION'S failure to notify the CONTRACTOR of a claim shall not release the CONTRACTOR from these duties. The CONTRACTOR shall not be liable for the negligent or intentional acts or omissions of the COALITION or any third party.

#### **T. DISPUTE RESOLUTION**

The COALITION'S Contract Administrator shall be the first contact for dispute resolution concerning performance of this CONTRACT. The CONTRACTOR agrees to present to the COALITION written notice of any disputes or disagreements concerning this CONTRACT that cannot be resolved by the COALITION'S Contract Director. Said notice shall be delivered by certified mail, return receipt requested, or in person with

proof of delivery. The COALITION'S Executive Director shall decide the dispute or disagreement within ten (10) business days after receiving said notice, reduce the decision to writing, and deliver a copy to the CONTRACTOR by certified mail, return receipt requested, or in person with proof of delivery. If the CONTRACTOR is dissatisfied with the Executive Director's decision, it may be appealed in writing to the COALITION'S Board of Directors within twenty-one (21) calendar days of the CONTRACTOR'S receipt of the Executive Director's decision. The COALITION agrees to allow the CONTRACTOR to bring the dispute or disagreement before a quorum of the membership of the COALITION or a standing committee composed exclusively of voting members for a final decision. Once the COALITION'S Board of Directors has made its final decision, either party may then choose to pursue the matter through other legal recourse that may be available. The prevailing party to any legal dispute involving this CONTRACT shall be entitled to the award of reasonable attorney's fees and cost. Venue for any legal action between the parties shall be Orange County, Florida.

#### **U. KNOWLEDGE OF TERMS OF THIS CONTRACT**

The CONTRACTOR shall take such actions as are necessary to ensure the knowledge and understanding of the terms of this CONTRACT by all staff of the CONTRACTOR and any subcontractor(s) if approved by the COALITION.

#### **V. ENFORCEMENT OF CONTRACT PROVISIONS**

**The failure or delay of the COALITION to strictly exercise or enforce any of its rights or the provisions of this CONTRACT, or to require strict performance by the CONTRACTOR of any provision herein, shall not constitute waiver of such provisions or the validity of this CONTRACT or any part hereof, or waive the right of the COALITION to thereafter enforce each and every provision herein.**

#### **W. WARRANTY OF ABILITY TO PERFORM**

The CONTRACTOR covenants and warrants:

1. It is lawfully organized and constituted under federal, state, and local laws, ordinances, and other authorities of its domicile and otherwise in full compliance with all legal requirements of its domicile.
2. It is possessed of the legal authority and capacity to enter into and perform this CONTRACT.
3. It is duly authorized to operate and do business in the State of Florida; and,
4. It has no present interest nor shall it acquire any interest, which would conflict in any manner with its duties and obligations under this CONTRACT.
5. To the best of its knowledge, there is no pending or threatened action, proceeding, litigation or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the CONTRACTOR'S ability to perform under the CONTRACT.
6. The CONTRACTOR agrees to immediately notify the COALITION within twenty-four (24) hours if its ability to perform its obligations under the terms of this CONTRACT is compromised in any manner or if it is involved in any litigation during the term of the CONTRACT.

#### **X. MANDATORY REPORTING OF FRAUD AND CRIMINAL ACTIVITY**

In accordance with 2 CFR §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 Contract shall disclose to the DEL 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).

#### **Y. INSURANCE**

##### **1. CONTRACTOR'S Insurance**

- a) The CONTRACTOR shall maintain adequate liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of

it. By execution of this Contract, unless it is a State agency or subdivisions as defined by subsection 768.28(2), F.S., the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR, the COALITION, and the clients to be served under this Contract. Upon execution of this Contract, the CONTRACTOR shall furnish the COALITION written verification supporting both the determination and existence of such insurance coverage and naming the COALITION as an additional insured and certificate holder on such coverage (except workers' compensation). Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The COALITION reserves the right to require additional insurance as specified in Attachment I. Where applicable, the CONTRACTOR shall maintain errors and omissions insurance on its board members and fidelity bonding of its fiscal personnel.

b) COOP, The CONTRACTOR shall have a disaster recovery plan and continuity of operations plan (COOP) in place for unforeseen circumstances whether for natural or man-made disasters. A current COOP must be maintained and submitted to the COALITION no later than October 1 of each Contract period.

2. Workers' Compensation Insurance

During the Contract term, the CONTRACTOR at its sole expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with this Contract, which, as a minimum shall be: worker's compensation and employer's liability insurance in accordance with Chapter 440 F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract Work. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

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

4. Unemployment Compensation Insurance

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

5. Employee Dishonesty and Director's and Officer's Insurance:

The CONTRACTOR agrees to furnish employee dishonesty insurance and director's and officer's insurance from a responsible B+ or higher insurance company to cover all officers, employees and agents of the CONTRACTOR authorized to handle funds received or disbursed under this Contract.

6. The CONTRACTOR shall maintain all other types of insurance required by law.

## II. COALITION AGREES:

### A. EFFECTIVE DATE

This CONTRACT shall be effective XXXXXXXXX

### B. ENDING DATE

This CONTRACT shall end on XXXXXXXXX unless the CONTRACT is terminated earlier.

### C. EXTENSION

Subject to agreement by the parties, extension of the CONTRACT 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 CONTRACT. There shall be only one extension of the CONTRACT unless the failure to meet the criteria set forth in the CONTRACT for completion of the CONTRACT is due to events beyond the control of the CONTRACTOR.

## III. THE CONTRACTOR AND COALITION AGREE,

#### A. ORDER OF PRECEDENCE

If there is any conflict between the provisions set forth in the CONTRACT (as such may be modified from time to time by the COALITION and the other standards set forth in the CCDF State Plan and federal and state law), it will be resolved in the following order of priority, (i) federal law, (ii) state law, (iii) the CONTRACT, (iv) the CCDF State Plan.

**B. CONTRACT MODIFICATIONS** In addition to changes necessitated by law, the COALITION may at any time, with Written notice to the CONTRACTOR, make changes within the general scope of the CONTRACT. Such changes may include modification to the requirements, changes to processing procedures, or other changes as decided by the COALITION. Any investigation necessary to determine the impact of the change shall be the responsibility of the CONTRACTOR. Modifications to provisions of this CONTRACT shall only be valid when they have been rendered in writing and duly signed and dated by both parties.

#### C. CONTRACT RENEGOTIATION

The parties agree to renegotiate this CONTRACT if federal and/or state revisions of any applicable laws or regulations make changes in the CONTRACT necessary. Modifications of provisions of this CONTRACT shall only be valid when they have been reduced to writing and duly signed and dated by all parties.

#### D. STATE FUNDING OBLIGATION - CONTINGENCY STATEMENT

The State of Florida's performance and obligation to pay under this CONTRACT is contingent upon an appropriation by the Legislature. If funds to enable the COALITION to effect continued payment under this CONTRACT are not appropriated, COALITION shall terminate this CONTRACT after providing written notice, at least twenty-four (24) hours before termination of this CONTRACT.

#### E. REMEDIES FOR NON-PERFORMANCE

1. The CONTRACTOR acknowledges that the COALITION reserves the right, to withhold funds, in whole or in part, for non-performance with the terms and conditions of the CONTRACT until such time as the COALITION determines that the CONTRACTOR has corrected its performance and is in full compliance with the CONTRACT. Non-performance is defined as the failure, neglect, or refusal to perform any act stipulated under the CONTRACT. The COALITION shall provide written notice to the CONTRACTOR, with proof of delivery.
2. The COALITION will provide CONTRACTOR with written notice that details its findings of non-performance, specifying the nature of any defect or failure in performance, and timelines for submitting a corrective action plan and for curing all noted deficiencies in performance to the reasonable satisfaction of the COALITION. In order to ensure funds are not withheld, CONTRACTOR shall respond to the notice within thirty (30) calendar days or the timeline specified and provide a corrective action plan that addresses all noted deficiencies. If the corrective action plan is approved by the COALITION, CONTRACTOR shall implement the corrective action plan within the prescribed timeframe. Once the COALITION determines that the corrective action has been successfully implemented and that CONTRACTOR is in compliance with the CONTRACT, the Coalition will release funds previously withheld.
3. Failure to respond in writing and submit a corrective action plan within thirty (30) calendar days, or other timeline specified by the COALITION, may lead to funds being withheld from CONTRACTOR. The COALITION shall provide written notification to CONTRACTOR of the failure to satisfactorily cure the deficiencies. Funds shall be disallowed for all or part of the noted deficiencies in performance that CONTRACTOR failed to cure. Said written notice shall be delivered to CONTRACTOR, with proof of delivery. The COALITION shall have the right to terminate the CONTRACT for cause.

#### F. REMEDIES IN THE EVENT OF DEFAULT

1. In the event that the CONTRACTOR breaches any of its material duties or obligations under this CONTRACT, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the COALITION, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the COALITION may, having provided written notice of termination to the CONTRACTOR, terminate this CONTRACT in whole or in part, for cause, as of the date specified in the notice of termination. The notification will also provide that, should it fail to perform within the time provided, the CONTRACTOR will be found in default and removed from the COALITION's approved vendor list.
2. Unless the CONTRACTOR corrects its failure to perform within the time provided, or unless the COALITION



determines on its own investigation that the CONTRACTOR's failure is legally excusable, the COALITION shall find the CONTRACTOR in default and shall issue a second notice stating (i) the reasons the CONTRACTOR is considered in default, (ii) that the COALITION will re-procure or has procured the commodities or services, and (iii) and the amount of the re-procurement if known.

3. In the event that this CONTRACT is terminated for cause, in addition to any remedies otherwise available to the State by law or equity, the CONTRACTOR is responsible for all costs incurred by the COALITION in terminating this CONTRACT.

#### **G. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE**

1. Neither party shall be liable to the other for any delay or failure to perform under the CONTRACT if such delay or failure is neither the fault nor the negligence of the party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under the CONTRACT. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the CONTRACT to either party. In the case of any delay the CONTRACTOR believes is excusable under this paragraph, the CONTRACTOR shall notify the COALITION in writing of the delay or potential delay and describe the cause of the delay within ten (10) calendar days after the cause that creates or will create the delay.
2. The foregoing shall constitute the CONTRACTOR'S sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The COALITION, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the CONTRACTOR of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the COALITION. The CONTRACTOR shall not be entitled to an increase in the CONTRACT price or payment of any kind from the COALITION for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.
3. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the value of the CONTRACT to the COALITION or the State, in which case, the COALITION may do any or all of the following, (1) accept allocated performance or deliveries from the CONTRACTOR, provided that the CONTRACTOR grants preferential treatment to the COALITION with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the CONTRACTOR for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the CONTRACT quantity; or (3) terminate CONTRACT in whole or in part.

#### **H. TERMINATION DUE TO LACK OF FUNDS**

If funds to finance the CONTRACT become unavailable or if federal or state governments withdraw or redirect funds upon which the CONTRACT depends, COALITION may terminate the CONTRACT in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the CONTRACT to another program, thus causing lack of funds.

#### **I. TERMINATION FOR CAUSE**

1. All services performed by the CONTRACTOR prior to the termination date of this CONTRACT shall be professionally serviced to conclusion in accordance with the requirements of the CONTRACT. Should the CONTRACTOR fail to perform all services under the CONTRACT, the CONTRACTOR shall be liable to the COALITION for any fees or expenses that the COALITION may incur in securing a substitute provider to assume completion of those services. As provided in section 287.135, F.S., the COALITION may, at its option, terminate the CONTRACT immediately in the event the CONTRACTOR (as a company as defined in such statute), is found to have submitted a false certification as provided under section 287.135 (5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are provisions of s. 215.473, F.S.
2. Events of Default, provided such failure is not the fault of the COALITION or outside the reasonable control of the CONTRACTOR, the following events, acts, or omissions, shall include but are not limited to, breach of material duties

and events of default,

- a. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any entities as required herein connection with the CONTRACT.
- b. Failure to complete and maintain, within the timeframes specified between the COALITION and the CONTRACTOR, the implementation, ongoing performance, maintenance, and provision of Services; or the CONTRACTOR has committed multiple breaches of the CONTRACT or a Statement of Work, whether or not cured, which the COALITION determines have had aggregate or cumulative adverse effect comparable to that of a material breach of the CONTRACT or Statement of Work;
- c. The commitment of any material breach of this CONTRACT by the CONTRACTOR, failure to timely deliver a major Deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the CONTRACT;
- d. Employment of an authorized alien in the performance of the work;
- e. Failure to abide by any statutory, regulatory, or licensing requirement;
- f. One or more of the following circumstances, uncorrected for more than thirty (30) calendar days unless within the specified thirty (30) day period, the CONTRACTOR (including its receiver or trustee in bankruptcy) provides to the COALITION adequate assurances, reasonably acceptable to the COALITION, of its continuing ability and willingness to fulfill its obligations under the CONTRACT:
  - i. Entry of an order for relief under Title 11 of the United States Code.
  - ii. The making by the CONTRACTOR of a general assignment for the benefit of creditors;
  - iii. The appointment of a receiver general or trustee in bankruptcy of the CONTRACTOR's business or property;
  - iv. An action by the CONTRACTOR under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation;
  - v. Entry of an order revoking the certificate of authority granted to the CONTRACTOR by the State of Florida or other licensing authority.
- g. The CONTRACTOR makes or made an intentional material misrepresentation or omission in any materials provided to the COALITION or fails to maintain the required insurance.
- h. The CONTRACTOR fails to maintain the performance bond or letter of credit (if applicable).
- i. The CONTRACTOR fails to maintain the required insurance herein (if applicable).
- j. The COALITION determines that the Surety executing a bond, if applicable, used to secure the CONTRACTOR's performance of its obligations hereunder becomes unsatisfactory.
- k. k. The CONTRACTOR transfers ownership of assets in violation of the Contract.
- l. l. The CONTRACTOR refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119.07 (1), Florida Statutes, made or received by the CONTRACTOR in performance of the CONTRACT and not otherwise deemed confidential, proprietary or a trade secret.
- m. m. The CONTRACTOR refuses to allow auditor access, if applicable, as required by the CONTRACT.
- n. The CONTRACTOR relocates facilities containing State Data outside the United States; or changes Subcontractors in violation of Contract, if applicable, and Subcontracts; or is in material deviation from processes or operations in violation of the program's technical specifications and required Services, as applicable
- o. For any other cause whatsoever that the CONTRACTOR fails to perform in an acceptable manner as determined by the COALITION, including but not limited to failure to meet performance guarantees and/or pay associated liquidated damages or Service Credits, as applicable.

#### **J. TERMINATION FOR CONVENIENCE**

The COALITION may terminate this CONTRACT for its convenience, in whole or part, if the COALITION determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the COALITION. The COALITION shall have the right to terminate or suspend the CONTRACT, by providing the CONTRACTOR thirty (30) calendar day's written notice. The CONTRACTOR shall not perform any Services after it receives the notice of termination, except as necessary to complete the transition or continued portion of the CONTRACT, if any.

#### **K. TERMINATION FOR TRAFFICKING IN PERSONS**

The Trafficking Victims Protection Act of 2000, as amended, authorizes the COALITION to terminate the CONTRACT, without penalty, if the CONTRACTOR (a) Engages in severe forms of trafficking in persons during the period of time that the CONTRACT is in effect; (b) Procures a commercial sex act during the period of time that the CONTRACT is in

effect; or (c) Uses forced labor in the performance of the CONTRACT or subcontracts under the CONTRACT.

**L. GOVERNING LAW**

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

**M. SEVERABILITY**

If any term and provision of this CONTRACT is determined by a court of competent jurisdiction to be unenforceable, the term or provision will be stricken, and the remainder of the CONTRACT provisions shall not be affected and will remain in full force and effect as if the CONTRACT did not contain the provision held to be invalid.

**N. NAME, MAILING AND STREET ADDRESS OF THE CONTRACTOR AND THE COALITION CONTACTS** The names, address, zip code and telephone number of the payee and Contract Administrator for the CONTRACTOR are,

XXXXXXXX	XXXXXXXX
XXXXXXXXXXXXXXXX	

The names, address, zip code and telephone number of the COALITION CEO and Contract Administrator

Orange County School Readiness Coalition d/b/a <b>Early Learning Coalition of Orange County</b>	Ronald "Scott" Fritz EdD, CEO, (407) 841-6607 ext. 106 Amy Richter, Contracts and Procurement Manager (407) 841-6607 ext. 119
7700 Southland Blvd, Ste. 100, Orlando, FL 32809	

**O. ATTACHMENTS ANDEXHIBITS**

This writing, including all Attachments and Exhibits embodies the entire Contract and understanding between the parties, and there are no other agreements and/or understanding, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

The parties have read the entire Contract, inclusive of all its Attachments and Exhibits, and the approved COALITION Plan including approved amendments.

- **Attachment 1** - Scope of Work and Budget
- **Attachment 2** - Assurances and Certifications
- **Attachment 3** - Data Security Agreement

**The rest of this page is left blank intentionally.**

**SIGNATURE PAGE**

**Warranty of Authority:** Each person signing this CONTRACT warrants that he or she is duly authorized to do so and to bind the respective party to the CONTRACT.

XXXXXXXXXX	EARLY LEARNING COALITION OF ORANGE COUNTY
x	x
Signature of Authorized Official	Signature of Authorized Official
XXXXXXXXXXXXXXXXXX	Ronald "Scott" Fritz, EdD
Name	Name
	Chief Executive Officer
Title	Title
DATE:	DATE:
FEIN#: XXXXXXXXX	FEIN#: 31-1759186

## ATTACHMENT I

### Statement of Work

#### Compensation Consulting Services

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#### I. SCOPE

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#### II. LIMITS, NOTIFICATIONS, AND REPORTING

##### Subcontractors

- A. The Core Services under this Contract may not be subcontracted.

##### Changes in Location

- A. The CONTRACTOR shall notify the Coalition's CEO, in writing, at least thirty (30) days prior to any anticipated change in the location of its offices or service facilities.

##### Equipment

- A. The CONTRACTOR shall maintain sufficient equipment as needed or required and agreed upon with the COALITION to deliver the agreed upon services.

##### Reports

- A. Where this Contract requires the delivery of reports to the COALITION, mere receipt by the COALITION shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The COALITION reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this Contract. The COALITION, at its option, may allow additional time within which the CONTRACTOR may remedy the objections noted by the COALITION or the COALITION may declare the Contract to be in default.
- B. The CONTRACTOR shall complete and submit reports in accordance with specifications requested by the COALITION. The CONTRACTOR shall provide additional ad hoc reports as requested by the COALITION.
- C. The CONTRACTOR shall provide data information in a quarterly management report, due to the COALITION no later than 30 calendar days following the end of the service quarter, in a format specified by the COALITION. The first report will be due no later than 150 days following contract start date.
- D. Florida Certified Minority Business Enterprise Utilization Reports. The CONTRACTOR shall submit to the COALITION on a quarterly basis a report listing all expenditures with Florida Certified Minority Business Enterprises as certified under section 287.0943, Florida Statutes.

### III. RECORDS AND DOCUMENTATION

- A. During the term of this Contract, the CONTRACTOR shall maintain written records as deemed necessary or as required by federal, state, and local laws, rules and regulations and policies and requirements of DEL and the COALITION. After termination of the Contract, the CONTRACTOR shall be required to keep all records for the period required by law.
- B. The CONTRACTOR shall demonstrate it can maintain the data necessary to assist the COALITION to assess success in achieving the established outcomes of this Contract.
- C. The CONTRACTOR further agrees to hold harmless, defend, and indemnify the COALITION from and against any claim or damage, including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the CONTRACTOR of confidential records at its sole expense.
- D. The CONTRACTOR shall maintain all records required to be maintained pursuant to this Contract in such manner as to be accessible by the COALITION upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

### IV. MONITORING AND PERFORMANCE EVALUATION METHODOLOGY

- A. The CONTRACTOR shall permit, and comply with the requirements of, the COALITION's monitoring of the CONTRACTOR's activities and performance under the Contract.
- B. The CONTRACTOR shall fully cooperate with the COALITION in the conduct of both performance audits and financial audits.
- C. The audit requirements set forth are intended to be in addition to other audit requirements found in other documents incorporated by reference in this Contract and are not to be construed as a limitation upon them. The CONTRACTOR agrees to include the audit requirements herein and record keeping requirements set forth in this contract, in all approved subcontracts and assignments that result from this Contract.
- D. The CONTRACTOR acknowledges and agrees that the COALITION may conduct quality assurance reviews during the Contract period to assess the quality of services provided under this Contract; to determine compliance with COALITION requirements; the extent to which key indicators of performance are being achieved; and to validate internal quality improvement systems and findings. The reviews will be conducted by a team that may include the COALITION's Contract monitoring staff, staff from DEL, staff members who are providing similar services in other areas of the state, and staff from other funding agencies who have received training in the COALITION's monitoring process. The review process may include a staff survey and interviews with staff. The CONTRACTOR shall fully cooperate with these reviews.
- E. The CONTRACTOR shall comply with any coordination required or documentation requested by the COALITION in order to successfully complete the quality assurance review. The quality assurance review team shall have access to CONTRACTOR case files, customer satisfaction surveys, child care program assessment tool, and CONTRACTOR financial records. The COALITION reserves the right to monitor, on site, certain aspects of the service without prior announcement to the CONTRACTOR.
- F. The CONTRACTOR shall establish and maintain an approved internal quality improvement process to assess its performance and that of its subcontractors.
- G. When it has been notified in writing by the COALITION of any noncompliance requiring submission of a corrective action plan, the CONTRACTOR shall develop a corrective action plan. Notification by the COALITION will include a time within which the corrective action plan must be submitted, the duration of which shall be no longer than thirty (30) days in the absence of a written agreement by the COALITION allowing a longer time.
- H. The CONTRACTOR will make available to the COALITION a Service Auditor's Report (previously referred to as SAS No. 70, now commonly SSAE No. 16) upon request.

### IV. CONTRACTORS OTHER OBLIGATIONS

- A. The CONTRACTOR is solely responsible for the satisfactory performance of the tasks described in this section. By execution of this Contract, the CONTRACTOR recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

- B. The CONTRACTOR and the COALITION, in the performance of the Contract, shall be acting as separate parties and not as agents, employees, partners, joint ventures or associates of one another. Any employee or agent of one party shall not be construed to be the employee or agent of the other party for any purpose.
- C. The CONTRACTOR shall be knowledgeable of, and in full compliance with, all State and Federal laws, rules, and regulations, as amended from time to time, that affect or may affect the subject areas of this Contract and also be in full compliance with such other authorities listed in this contract. The CONTRACTOR shall request technical assistance from the COALITION when deemed necessary to facilitate compliance with these authorities. The COALITION's failure to provide such technical assistance does not relieve the CONTRACTOR of its responsibilities to ensure compliance with all State and Federal laws, rules and regulations and all rules, policies and guidance established.

**Coalition Obligations**

- A. The COALITION will furnish guidance to the CONTRACTOR in the COALITION's required standards for computer management quality, as needed.
- B. The COALITION will develop and adopt performance standards and outcome measures.
- C. The COALITION will evaluate overall compliance with Contract requirements for the services described herein.

**Coalition Determinations**

- A. The COALITION reserves the right to make any and all determinations relative to all aspects of the service. The absence of the COALITION setting forth a specific reservation of rights does not subject other areas of the Contract to mutual agreement.

**Outcomes and Outputs (Performance Measures)**

- A. The CONTRACTOR shall be required to meet specific performance standards annually, as measured by outcomes and indicators delineated in the scope of services of this Contract.

**D. INVOICING AND PAYMENTS OF INVOICE**

- A. This Contract will be a fixed price Contract, not to exceed \$XXXXXXXXXX USD during Fiscal Year XXXXXXXX for all services performed within the scope of this Contract. In the event that the COALITION provides prior approval for any additional services to be performed outside of the scope of this Contract, those additional services will be invoiced on an ad-hoc basis and any payments for additional services shall not contribute toward the fixed price Contract maximum of \$XXXXXXXXXX.
- B. The CONTRACTOR shall submit a COALITION-approved invoice form to the Coalition on a monthly basis. Invoices must be submitted to the Coalition by the 15 of the month following the month that services were provided. The COALITION will approve the invoice for supporting documentation.
- C. Timing of payment of invoices by the COALITION to the CONTRACTOR and similar issues regarding payment is governed by section 215.422, F.S.

## ATTACHMENT 2

### Certifications and Assurances Form

**Authority for data collection** - 45 CFR Part 98.10 -12; ss. 1 001.21 3, 1002.75 and 1 002.82, F.S.

**Instructions** - This Certifications and Assurances will be in effect for the duration of this Contract. COALITION 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 Contract will be made without this current signed Certifications and Assurances form on file.

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#### Certification:

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

Typed CONTRACTOR Name

CONTRACT Number

Type/ Title of Authorized Official

I certify the CONTRACTOR will adhere to each of the Certifications and Assurances outlined in this exhibit for participation in federal and state programs as applicable to the Contract.

Signature

Date

Area Code/Telephone Num

CONTRACTORS are required to submit this certification form with on original signature along with each grant agreement submitted to COALITION



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

**I. Federal certifications - applicable to all entities as noted**

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

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

**II. Federal or state-required assurances - applicable to COALITION subrecipients**

- A. Assurances - The Transparency Act (as defined by 2 CFR Part 170).
- B. Other miscellaneous/general disclosures.
- C. CCDF Salary Cap annual testing requirements.
- D. Restrictions on funding ACORN.
- E. Separation of VPK Education Program and SR Program funds (ss. 1002.71 (1) and (7), F.S., 1002.89, F.S., and 45 CFR part 98.54).
- F. Subrecipient monitoring.
- G. Immigration status.
- H. Standards of conduct.
- I. 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.). \*
- J. Conflicts of Interest.
- K. Contract Work Hours and Safety Standards Act. \*
- L. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c). \*
- M. Davis Bacon Act, as amended (40 U.S.C. 276a, et seq.). \*
- N. DUNS number - Data Universal Numbering System.
- O. Equal Employment Opportunity (EEO). \*
- P. Procurement of recovered materials. \*
- Q. Procurements and other purchases.
- R. Prohibition against profit. \*
- S. Property.
- T. Purchase of American-Made Equipment and Products. \*
- U. Reporting of matters related to recipient integrity and performance.
- V. System for Award Management (SAM) Unique Entity Identifier Requirements.
- W. Trafficking Victims Protection Act of 2000 (TVPA).

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

## ATTACHMENT 2

### Certifications and Assurances

#### III. Federal certifications - applicable to all entities

##### A. Cost allocation plan or indirect cost rate proposal

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

\*Note, COALITION/DEL's current cost allocation plan guidance instructs that no indirect cost rates are required or used by the COALITION 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 COALITION.

##### B. Proper expenditure reporting

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

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

##### C. Smoking Prohibitions (Pro-Children Act of 2001)

The CONTRACTOR certifies compliance with Title XX of Public Law 103-227, the Pro-Kids Act of 1994, (as amended by The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184). Smoking may not be permitted in any portion of facilities where federally funded children's services are provided or administered. Failure to comply with provisions of this law may result in civil monetary penalty of up to \$1,000 per day.

##### D. Status as a non-major corporation

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

The CONTRACTOR is not a major nonprofit organization. The

CONTRACTOR is a major nonprofit organization.

\_\_\_\_\_ **Initial here** to verify this represents the CONTRACTOR's reply.

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

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

SEVERAL REQUIRE SIGNATURE AS STATED BELOW. FOR THOSE THAT REQUIRE SIGNATURE, EACH FORM MUST BE PRINTED, SIGNED AND ATTACHED TO THIS CONTRACT WHEN IT IS EXECUTED. THIS CONTRACT IS NOT VALID UNTIL EACH FORM HAS BEEN COMPLETED IN FULL, SIGNED, AND ATTACHED TO AN ORIGINAL SIGNED AWARD.

Debarment Certification - Lower Tier \*

Drug-free Certification. **NOT REQUIRED FOR VENDORS**

Environmental Tobacco Smoke Certification

Filing and Payment of Taxes Certification. \* IF APPLICABLE, SIGNATURE REQUIRED

Lobbying Certification. \* SIGNATURE REQUIRED

#### IV. Federal or state-required assurances - applicable to COALITION subrecipients

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

## ATTACHMENT 2

### Certifications and Assurances

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

The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:

HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the grantee must report all sub-awards (as 2 CFR Part 170 defines) more than

\$25,000, unless exempted. Please see the Award Term for Federal Financial Accountability and Transparency Act at the HHS ACF website.

**B. Other Assurances - miscellaneous/general disclosures**

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

1. Use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
2. Cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, Audit Requirements, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
3. Establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Administer each program covered by this agreement in accordance with all applicable laws, regulations, statutes, rules, policies, procedures, and program requirements governing the program(s).
6. Comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing each funded program.
7. Submit such reports as described in Exhibit VI of this agreement. The CONTRACTOR will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
8. Provide reasonable opportunities for systematic consultation with and participation of teachers, parents and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
9. Make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.
10. Have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
11. Not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
12. Comply with the requirements in 2 CFR Part 37.6, 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.), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
15. If applicable, after timely and meaningful consultation, provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)
16. Agree for any agreement-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, to treat same-sex spouses, marriages and households on the same terms as opposite sex spouses, marriages, and households, respectively. Marriage is between two individuals validly entered into in the jurisdiction where performed. This does not apply to registered domestic partnerships, civil unions or similar formal relations recognized under state law as something other than marriage. (For further detail, see Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. 7).

## ATTACHMENT 2

### Certifications and Assurances

17. Not use federal funds awarded under this Agreement to be used for construction or the purchase of land.

#### **C. CCDF Salary Cap annual testing requirements**

1. The Consolidated Appropriations Act of 2012 (P.L. 112-74), enacted December 23, 2011, limits the salary amount that CONTRACTOR's may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds. CONTRACTOR's 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 2021 is \$199,300 and is accessible annually at the U.S. Office of Personnel Management website. This amount reflects an individual's base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The CONTRACTOR shall apply this salary limitation to subawards/subcontracts under this Contract. The CONTRACTOR shall:
  - 1.1. Not use grant funds to pay for salary costs that exceed the CCDF cap.
  - 1.2. Allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.
  - 1.3. Perform and document an annual analysis using W-2 data.
2. All CCDF-funded grantees and sub-grantees are responsible for assuring compliance with this provision. All such CCDF fund recipients and subrecipients are responsible for enforcing other impacted entities of this compliance requirement.
3. All CCDF-funded grantees shall comply with salary cap reporting requirements outlined in this section.

#### **D. Restrictions on funding ACORN**

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

#### **E. Separation of VPK Program and SR Program funds**

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

#### **F. Subrecipient monitoring**

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

#### **G. Immigration status**

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

#### **I. Clean Air Act and Federal Water Pollution Control Act**

## ATTACHMENT 2

### Certifications and Assurances

Pursuant to the Clean Air Act (42 U.S.C. 7 401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, if the aggregated amount of funds awarded under this agreement is in excess of \$100,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR §75, Appendix II, Contract Provisions for Non-federal Entity Contracts Under Federal Awards.

#### **J. Conflicts of Interest**

1. Pursuant to 2 CFR §200.318, General/ procurement standards, the COALITION must maintain oversight to ensure CONTRACTOR's perform scoped services in accordance with minimum standards or conduct.
  - 1.1. If the CONTRACTOR has a parent, affiliate or subsidiary organization that is not a state or local government the CONTRACTOR must also maintain written standards of conduct covering organization conflicts of interest.
  - 1.2. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the CONTRACTOR is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
  - 1.3. The CONTRACTOR'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. Pursuant to state statutes and COALITION/DEL instructions (s. 1002.84(20), F.S.), the CONTRACTOR shall provide COALITION contract documentation for any contracts with CONTRACTOR employees, governing board members or relatives of either group as s. 112.3143(1)(b), F.S., defines. The CONTRACTOR must comply with disclosure and reporting requirements in state statutes and COALITION/DEL instructions (s. 1002.84(20), F.S.).
  - 2.1. Any governing board member(s) benefitting from CONTRACTOR agreement(s) must disclose in advance the conflict of interest and must abstain from the vote process.
  - 2.2. The impacted individual must complete the necessary conflict of interest disclosure forms. The CONTRACTOR shall present all such contracts to the governing board for a vote. A valid approval requires two-thirds vote of the CONTRACTOR's board; a quorum must be established.
  - 2.3. The CONTRACTOR shall not enter into or execute a contract in excess of \$25,000 with a member of the governing board or relative of a board member without COALITION's prior approval.
  - 2.4. The CONTRACTOR does not have to obtain COALITION's prior approval for contracts below \$25,000. The CONTRACTOR shall,
    - 2.4.1. Adequately disclose and properly report and track such contract activity.
    - 2.4.2. Report such contracts to COALITION within 30 days after receiving approval from the governing board.

#### **K. Contract Work Hours and Safety Standards Act**

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non- Federal Entity Contracts Under Federal Awards. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
2. The CONTRACTOR shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

#### **L. Copeland "Anti-Kickback" Ad (18 U.S.C. 874 and 40 U.S.C. 276c)**

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 7 5 Appendix II, Contract Provisions for Non- Federal Entity Contracts Under Federal Awards.
2. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
3. The CONTRACTOR, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person

## ATTACHMENT 2

### Certifications and Assurances

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONTRACTOR shall report all suspected or reported violations to COALITION.

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

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

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

#### **N. DUNS Number - Data Universal Numbering System**

The federal government requires organizations to provide a DUNS number as part of their grant applications and proposals. The OMB has adopted the use of DUNS numbers to keep track of how federal grant money is awarded and dispersed. The DUNS number is a nine-digit number the Dun and Bradstreet Company issues. This company provides business information for credit, marketing and purchasing decisions. Some entities will also have what is known as "DUN S + 4," which is used to identify specific units within a larger entity.

Registering for a DUNS number is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through [the Dun and Bradstreet website](#) can take up to 30 days.

All recipients and subrecipients funded with federal funds must obtain a DUNS number prior to receiving a grant award.

#### **O. Equal Employment Opportunity (EEO)**

The CONTRACTOR certifies that it is in compliance with E.O. No. 11 246, Equal Employment Opportunity (JO Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

#### **P. Procurement of Recovered Materials**

1. Pursuant to 2 CFR §§200.317, *Procurements by stoles*, and 200.322, *Procurement of recovered materials*, the CONTRACTOR will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.
  - 1.1. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
  - 1.2. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
  - 1.3. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epo.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 CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless the CONTRACTOR determines that such items:
  - 2.1. Are not reasonably available in a reasonable period of time;
  - 2.2. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the

## ATTACHMENT 2

### Certifications and Assurances

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

#### **Q. Procurements and other purchases**

The CONTRACTOR must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.058, F.S. However, the CONTRACTOR is not required to competitively procure direct service providers for the SR or VPK Programs. The CONTRACTOR must have documented procurement policies and procedures that meet the minimum requirements of federal rules and regulations which are located at 2 CFR §§200.317-200.326.

#### **R. Property**

1. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules, and regulations. The CONTRACTOR shall comply with the provisions of 45 CFR §75.318 Real property, 45 CFR §75.320 Equipment, and 45 CFR §75.321 Supplies. The CONTRACTOR shall include in all subrecipient contracts, and any contractor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient purchases with funds provided under the Contract to revert to the CONTRACTOR upon contract termination.
2. In accordance with COALITION/DEL Program Guidance 240.02 - Tangible Personal Property, title to all property acquired with funds provided to the CONTRACTOR under this Contract shall be vested in the CONTRACTOR; however, title and ownership shall be transferred to COALITION upon termination of the CONTRACTOR participation in early learning programs, unless otherwise authorized in writing by COALITION. All property required to be returned to the COALITION will be in good working order. See 2 CFR §200.318, General procurement standards, s. 273.02, F.S., and Rule 691-73.002, F.A.C.
3. Pursuant to 2 CFR §200.302, Financial management, and instructions noted in the DOE Green Book, effective control over and accountability for all property and other assets is required. Small attractive items with a purchase value less than \$1,000, whether classified as equipment, technology item or supplies must be safeguarded. The CONTRACTOR should have a written policy on how these items will be tracked, accounted for, and safeguarded.
4. The term "nonexpendable property" shall include all tangible personal property which meet the criteria set forth in Rule 691-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with COALITION/DEL Program Guidance 240.05 - Prior Approval, property shall not be purchased with program funds without prior approval from COALITION/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.
6. In accordance with COALITION/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 CONTRACTOR. The CONTRACTOR shall inventory annually and maintain accounting records for all equipment purchased in accordance with COALITION/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 Oct. 1 of each year, whenever the custodian or custodian's delegate changes, the CONTRACTOR shall conduct a physical inventory of specified equipment and provide a copy to COALITION.
7. Based on s.273.055, F.S., and Rules 691-72.002, and 691-73.005 F.A.C., when original or replacement equipment acquired by the CONTRACTOR 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 7.

## ATTACHMENT 2

### Certifications and Assurances

8. The COALITION', policy concerning proceeds received from the sale of property with a current per unit fair market value up to \$5,000 is the net amount received from such sales will remain at the CONTRACTOR level to be used in the same ongoing program. Funds from such sales will be treated as other program income in some ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with COALITION/DEL Program Guidance 240.01 - Cash Management. This identification of income is necessary to meet reporting requirements of the HHS. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the CONTRACTOR is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Office to be forwarded to the United States Department Health and Human Services. Upon termination of a project, and at the discretion of the COALITION/Office, all equipment/property purchased with project funds will be transferred to the location(s) specified by the C O A L I T I O N and all necessary actions to transfer the ownership records of the equipment/property to the COALITION or its designee, will be taken. Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of \$5,000, must be processed in accordance with 2 CFR §200.313(e)(2), Equipment, with the assistance and prior written approval of the COALITION.



## ATTACHMENT 2

### Certifications and Assurances

#### **S. Purchase of American-made Equipment and Products**

The CONTRACTOR shall, with funds made available by this agreement, to the greatest extent practicable purchase all American-made equipment. (P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, §507)

#### **T. Reporting of matters related to recipient integrity and performance.**

Unless exempt from these requirements per OMB guidance at 2 CFR Appendix XII. Part 200, the CONTRACTOR shall maintain current information reported to the System for Award Management (SAM) as described below in Section X. 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) and COALITION is required to review and consider this and other publicly available information to evaluate/review risk related to the CONTRACTOR's integrity, business ethics, and record of performance under federal awards in accordance with 45 CFR §75.331(b) (also 2 CFR §200.331(b)), *Requirements for pass-through entities*.

#### **U. System for Award Management (SAM)**

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

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

#### **V. 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)

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MA TIERS (LOWER TIER)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant 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, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

### Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

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 agency awards the grant. If it is later determined that the grantee 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. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant 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).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free

Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

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

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

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

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

Alternate I. (Grantees Other Than Individuals)

**The grantee 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 calendar days after such conviction;
- (e) Notifying the agency in writing, within ten 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 grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --
  - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 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;
- (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 grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

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

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

**Alternate II. (Grantees Who Are Individuals)**

(o) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21 690, 21702, May 25, 1990]

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## ATTACHMENT 2

### Certification and Assurances

#### 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.

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ATTACHMENT 2

Certification and Assurances

Certification of Filing and Payment of Federal Taxes

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000.00 I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that,

1.  The applicant has filed all Federal tax returns required during the three years preceding this certification; AND
  
2.  The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code - Title 26, Internal Revenue Code); AND
  
3.  The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Applicant Date

\_\_\_\_\_  
Grant/Cooperative Agreement Reference Number

## ATTACHMENT 2

### Certification and Assurances

#### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 Form to Report Lobbying," 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 sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by

section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Statement for Loan

Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLC, "Disclosure Form to report lobbying." In accordance with instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_



## ATTACHMENT 3 Data Security

### Early Learning Coalition of Orange County Data Security Agreement

The Office of Early Learning and the COALITION recognize that the full participation of the CONTRACTOR's as a partner is critical to the success of the school readiness programs and the sharing of data between all parties is contemplated in the School Readiness Act. Thus, the Office of Early Learning and the COALITION hereby agree to make available to the CONTRACTOR, for the limited purpose of performing their public duties, school readiness programs information that includes, but is not limited to, data which is maintained in the Enhanced Field System Modified (EFSM), Statewide Reporting System (SRS), the Single Point of Entry/Unified Waiting List (SPE/UWL) system, SSIS, SharePoint and any replacement systems providing the same school readiness data.

#### **I. Designation of System Administrator and Security Officer**

The CONTRACTOR will ensure will appoint a System Administrator and a Security Officer for the COALITION's documents. The CONTRACTOR will notify the COALITION in writing who the designated System Administrator and Security Officer will be for the CONTRACTOR. The CONTRACTOR shall designate separate individuals for each role.

The CONTRACTOR, and their employees agree to maintain the confidentiality of school readiness data to include, but not be limited to, social security numbers, parent and child information, payments, childcare provider information, household demographic information, resource and referral information, and all related information pursuant to State and Federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with State or Federal law. Such information may be released if a lawful and proper authorization has been submitted by a participant of the program or a childcare provider.

The CONTRACTOR will ensure that their System Administrators, Security Officers, staffs, and employees; and the early learning coalitions' participating partners, subcontractors, any subsequent subcontractors, and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable school readiness programs. The CONTRACTOR will assign access to the school readiness data systems only staff, CONTRACTORS, subcontractors, and subsequent subcontractor employees who have been trained by the COALITION regarding the confidentiality of school readiness records and who have completed and signed the "Data Security Agreement".

The CONTRACTOR will require their employees who have access to confidential information to sign and comply with the "Data Security Agreement" (Attachment 6A), which is attached hereto. The CONTRACTOR will maintain these forms on file subject to inspection by the DEL and/or COALITION.

The CONTRACTOR will advise their employees that they are not to make copies of confidential documents or to access, allow access to and/or use any confidential information for personal intent or any purpose other than in performance of their official duties.

#### **II. Confidentiality and Public Access**

The CONTRACTOR acknowledges that all documents, papers, computer files, letters or other materials made or received in conjunction with the Contract will be subject to the applicable legal requirements for maintaining confidentiality in conformance with Federal, State, and local laws.

The CONTRACTOR acknowledges that public access to these records will be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

Although the CONTRACTOR's staff, subcontractors and their employees may obtain access to information that is otherwise confidential, that access does not alter the confidential nature of the information. It is incumbent upon the CONTRACTOR, their System Administrators, Security Officers, staff, and employees; and participating partners, subcontractors, any subsequent subcontractors, and their employees to maintain confidentiality requirements.

**Any requests for release of information covered under this Contract by parties other than those specified in this Contract will be referred to the COALITION.**