EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

REQUEST FOR PROPOSAL
#ELC2 2015-002

For Eligibility and Enrollment and Fiscal Administration for the School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Programs

Official Document
Released 02/20/15
SECTION 6: FINANCIAL SPECIFICATIONS
6.1 Financial Capacity of Proposers .................................................................24
6.2 Financial Viability ....................................................................................24
6.3 Cost Allocation, Allowable Cost and Disallowances.................................24
6.4 Invoicing and Payment of Invoices............................................................26
6.5 Cost Applications ...................................................................................26
6.6 Funding Estimated Amounts ....................................................................26
6.7 Proposed Budget ...................................................................................26

SECTION 7: EVALUATION CRITERIA AND RATING
7.1 Evaluation Criteria and RFP Scoring Methodology ....................................27
7.2 Proposal Evaluation Process .................................................................27

EXHIBITS
A. Request for Proposal Acknowledgment Form
B. Title Page and Fatal Criteria Check List
   Form 1 Cone of Silence
   Form 2 Statements of Assurances and Representations
   Form 3 Certification Regarding Debarment, Suspension, and other Responsibility Matters
   Form 4 Sworn Statement Pursuant to Section 287.133(3) Fla, Stat. on Public Entity Crimes
   Form 5 Discrimination Statement
   Form 6 Certification Regarding Lobbying
   Form 7 Certification Regarding Drug Free Workplace
   Form 8 Non Collusive Affidavit
C. Budget Proposal
D. Financial Assisted Child Care Program Overview
E. Core Contract
F. Fiscal Guidelines
G. Proposal Rating Form
H. Proposal Ranking Form
I. Child Care Resource and Referral Requirements
J. ELC Redetermination Policy and Procedures
K. Information Management System Requirements
INTRODUCTION

The Early Learning Coalition of Broward County, Inc., ("ELC") seeks proposals to implement the Eligibility, Determination, Enrollment, and Slot Utilization Management program services, and Fiscal Administration for the School Readiness, Voluntary Prekindergarten, and Financially Assisted Child Care Programs. Solicitation Number: ELC2 2015-002 ("RFP").

It is the Proposer’s responsibility to examine the RFP, become familiar with all statutes, laws and rules affecting this RFP (including, without limitation, §§ 1002.51 Fla. Stat. through 1002.97, Fla. Stat.), to determine that the ELC’s requirements are clearly stated, and to submit its Proposal in a timely, complete, and procedurally correct manner. The services described in this RFP will be procured in accordance with §§ 1002.51 Fla. Stat. through 1002.97, Fla. Stat. and 287.057, Fla. Stat., and the Office of Early Learning (OEL) Grant Agreement with the ELC.

BACKGROUND

In 1999, the Legislature enacted the School Readiness Act (s. 411.01, Florida Statutes (FS)), which consolidated the state's early care and education and child care programs into one integrated program of school readiness services. The Act directed school readiness programs to be overseen by school readiness coalitions (now known as the Early Learning Coalitions) at the county or multi-county level. This ELC is one of 30 Early Learning Coalitions in the state that is coordinated by the Office of Early Learning, which reports to the Florida Department of Education.

The ELC is a 501(c) (3), non-profit organization dedicated to ensuring quality early care and education for children in Broward County. Through a variety of affordable and innovative early care and education and voluntary pre-kindergarten programs, the ELC served more than 29,000 children age's birth to 12 years old and their families in the past fiscal year. In addition, the ELC provides training and quality programs to advance the skills of early care and education providers and staff, enhancing their ability to inspire learning and prepare children for future academic success. The ELC has also developed a strong partnership with community partners continually enhancing the early care and educational services in our community.

SECTION 1: PURPOSE OF REQUEST FOR RFP

1.1 STATEMENT OF NEED. The Florida Legislature enacted the School Readiness Act, § 411.01, Fla. Stat. (the "Act") in an effort to consolidate early learning education programs and to create a more cohesive and efficient program of early education. The ELC is a non-profit Florida corporation that has an Internal Revenue Service 501(c)(3) charitable organization designation. In 2013, the Florida Legislature revised the Florida Statutes pertaining to Voluntary Pre-Kindergarten and School Readiness Programs, §§ 1002.51-1002.97, Fla. Stat. in an effort to consolidate early learning education programs and to create a more cohesive and efficient program of early education. The primary purpose of the ELC is to fulfill the intent of § 1002.83 & 1002.84, Fla. Stat., regarding early learning coalitions and the legislative mandate regarding Voluntary Prekindergarten. The ELC’s mission is to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.

Pursuant to Florida Statute, the Office of Early Learning is charged with the responsibility for administering the School Readiness programs at the state level and it is required to have a budget for the School Readiness system to be financed through an annual appropriation. Each Early Learning Coalition is responsible for administering the School Readiness program at the local level and is responsible for developing an Early Learning Plan for Broward County. In accordance with the terms of the law, the School Readiness program is established for children from birth through the beginning of the school year for which a child is eligible for admission to kindergarten and school-age children’s after school care. Priority for participation in the program is set forth in the law. All School Readiness programs in accordance with legislative mandates must be developmentally appropriate, researched-based, involve parents as their child’s first teacher, serve as preventive measures for children at-risk for future school failure, enhance the educational readiness of eligible children, and educate families. Please note that these items are subject to change based upon changes in legislation.

In response to the Florida voters’ passage of a constitutional amendment creating a voluntary universal prekindergarten program, the legislature, in 2004, created the Voluntary Prekindergarten Education Program ("VPK"), as mandated by § 1002.53, Fla. Stat., the program took effect at the beginning of the 2005-2006 school year. The VPK program is designed to prepare four-
year old children for kindergarten building the foundation for their educational success. The program allows a parent to enroll his or her eligible child in one (1) of the following free VPK programs (free hours are specific to the delivery of the program): (1) a school year prekindergarten program delivered by a private prekindergarten provider; (2) a summer prekindergarten program delivered by a public school or private prekindergarten provider; or (3) a school year prekindergarten program delivered by a public school, if offered by a school district. The program is voluntary for children and providers.

The VPK Program is administered in coordination with the Office of Early Learning and the Florida Department of Education, school districts, private early learning facilities, and the Early Learning Coalitions. In accordance with § 1002.75, Fla. Stat., the Office of Early Learning is charged with administering the operational requirements of the VPK Program at the state level. The ELC is responsible for undertaking certain responsibilities at the local level.

The ELC has worked with community partners to develop and administer comprehensive School Readiness, Financially Assisted Child Care, Child Care Executive Partnership, and Voluntary Prekindergarten programs that prepare children birth through twelve years of age to succeed in school and in life. This ongoing process involves building on existing services, working in cooperation with other programs for young children, and coordinating and integrating program funding and services to achieve maximum child outcomes, efficiency of program administration and full accountability, and effectiveness of funding allocations.

**Major Program Goals**

1. It is the intent of the ELC that the successful proposer (“Successful Proposer”) shall ensure that the School Readiness, Financially Assisted Child Care, Child Care Executive Partnership (CCEP), Teenage Parent, and Voluntary Prekindergarten (VPK) programs do not exist as isolated programs, but they build upon existing services working in cooperation with existing programs for young children ensuring coordination, funding integration and the achievement of full effectiveness for greater child gains.

2. The ELC is accountable for the most efficient use of public funds channeled to it through the Office of Early Learning as outlined in § 1002.83 Fla. Stat. Given this mandate and the significant investments made through the early care and education partners in Broward County, the ELC is committed to operations based on data driven decisions that help strengthen programs, improve outcomes, and document the collective impact of the quality efforts throughout the county. This work leverages and maximizes a blend of local, state and federal funding.

3. The ELC is committed to:
   a. the continued development of a sustainable system that supports the pursuit of quality in environments and interactions in early care and education settings, with providers, child care professionals and children and their families. The ELC is seeking the design of a comprehensive, efficient, and integrated system to perform these programs and services;
   b. preparing children for success in school; to involve parents as their child’s first teacher, support family skill building, and to provide an integrated, seamless system of quality services that are evidence and/or research-based, and developmentally appropriate;
   c. providing smooth access for families to financial assistance for School Readiness services by serving as the single point of entry for eligibility determination/redetermination and application processing of financial assistance for School Readiness services, in accordance with the State of Florida and ELC requirements
   d. ensuring that eligible families have access to the maximum amount of financial assistance for School Readiness services (slots) possible with available funding;
   e. increasing At-Risk and temporary cash assistance parents’/guardians’ ability to be well informed consumers in selecting settings for their children that are likely to enhance their children’s learning, school readiness, and subsequent success in school and in life by serving as an accessible source of consumer information about early care and education and school-age care choices, availability, quality indicators, and direct service provider status;
   f. providing smooth access to Voluntary Prekindergarten services by serving as the single point of entry for verification of child eligibility for the Voluntary Prekindergarten Education program, in cooperation and coordination with local providers;
   g. supporting School Readiness, Financially Assisted Child Care, and Voluntary Prekindergarten providers in their ability to maintain financial viability by making accurate, on-time payments for services provided to eligible families; and
   h. maintaining the Unified Waiting List for School Readiness services and by keeping parents informed of their eligibility/application status.
1.2 STATEMENT OF PURPOSE. The purpose of this Request for Proposal (RFP) is to contract with a qualified organization to administer the Early Learning Coalition of Broward County, Inc.’s (ELC) Voluntary Prekindergarten, and School Readiness Programs, funded through federal allocations received by the State of Florida and as authorized through federal and state legislation, which specify the required activities for early education and care programs; in addition to state funding for the Child Care Executive Partnership program and local funding received from the Children’s Services Council. In order to meet the requirements and guidelines of the Florida School Readiness Legislation, Voluntary Pre-Kindergarten Legislation, Child Care Executive Partnership Legislation, and the specification of the Financially Assisted Child Care program the specific service components being solicited are:

1. Child and Family Eligibility and Enrollment for all program areas designated in this RFP.
2. Family Support Services related to Early Care/Early Learning as designated in this RFP.
3. Provider Payment for all program areas designated in this RFP.
4. Slot Utilization Management for all program areas designated in this RFP.

Sections 3 through 7 of this RFP list the services being solicited, performance standards as they relate to this RFP, the School Readiness, Financial Assisted Child Care, Child Care Executive Partnership (CCEP), and Voluntary Prekindergarten program to be delivered, and the items to be addressed by a proposal responsive to this RFP.

1.3 TERM OF CONTRACT RESULTING FROM THIS RFP. This RFP is designed to secure a contract from a qualified organization that will provide the services as described in this RFP. The ELC anticipates entering into a Contract with one (1) Successful Proposer; however, it specifically reserves all of its rights in accordance with Section 2.8 of this RFP. The ELC anticipates entering into a contract for a term of two (2) years with the ability to renew the Contract annually for up to three (3) additional one (1) year periods subject to (a) funding availability, (b) satisfactory evaluation by the ELC of the Successful Proposer’s achievement of performance standards listed for each service, and (c) changes in programmatic or service related needs; all as determined in the sole discretion of the ELC. The resultant Contract may also be affected by any changes in statute or rule as may arise prior to or during the Contracting periods.

SECTION 2: RFP PROCESS - GENERAL INFORMATION

2.1 POINT OF CONTACT. The sole point of contact with the ELC for purposes of this RFP is:

K. Lee Tirpak
Early Learning Coalition of Broward County
6301 NW 5th Way, Suite 3400
Ft. Lauderdale, FL 33309
(954) 377-2188
kltirpak@elcbroward.org

2.2 CONE OF SILENCE - LIMITATIONS ON CONTACTING ELC PERSONNEL/OTHERS. Effective as of the issuance of this RFP and ending at the end of the 72-hour period following the posting of the ELC’s Notice of Intended Award, excluding Saturdays, Sundays and state holidays, respondents to this RFP or persons acting on their behalf may not contact, and/or discuss, with any member of the ELC’s Board of Directors, Executive Committee, Procurement Committee, Evaluation Team or ELC Staff, any matter that pertains to this RFP, except in writing with the person identified in Section 2.1 of this RFP, or at any publically noticed meetings of the ELC during which this RFP will be discussed, or as otherwise provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.3 PROPOSED SCHEDULE. These dates are subject to change. All Service providers that submit letters of intent to submit a competitive sealed reply with a valid e-mail address will be notified of any changes to the schedule of events. All times, meetings and subject matters are subject to change within the sole discretion of the ELC.

<table>
<thead>
<tr>
<th>DATE/TIME</th>
<th>PROCESS</th>
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<tbody>
<tr>
<td>February 13 – 27, 2015</td>
<td>RFP Advertised</td>
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February 20, 2015 5:00 p.m. | Official RFP released and posted on the ELC’s website: www.elcbroward.org
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February 27, 2015 5:00 p.m. | Notice of intent to submit a competitive reply
March 4, 2015 5:00 p.m. | Last day for Potential Service Providers’ to submit Written Inquiries to the ELC
March 9, 2015 5:00 p.m. | Last day for ELC’s Response to Written Inquiries to be distributed via e-mail
March 20, 2015 1:00 p.m. | Sealed Proposals Due to ELC Office
March 21, 2015 through April 6, 2015 | Proposals reviewed and evaluated by Procurement Committee and/or Evaluation Team and Subject Matter Experts
April 8, 2015 | Proposers Presentations to Procurement Committee and/or Evaluation Team
April 8, 2015 | Evaluation Results Determined
April 9, 2015 | Notice of Service Providers Scores – Posted on www.elcbroward.org
April 10, 2015 8:30 a.m. | Board of Directors reviews recommendation of Procurement Committee and if approved, directs Staff to negotiate Contract. Early Learning Coalition, 6301 NW 5th Way, Suite 3400, Ft. Lauderdale, Florida 33309
April 13, 2015-April 17, 2015 | Posting of Notice of Intended Award(s)
July 1, 2015 | Projected Effective Date of Contracts

2.4 PROPOSERS’ INQUIRIES/QUESTIONS. There will be no Proposers’ conference. Proposers may submit written inquiries to the ELC for the purpose of obtaining clarification or responses to questions concerning any matter relating to this RFP on or before 5:00 p.m. (EST) on the date set forth in the proposed schedule in Section 2.3 above. All inquiries related to this RFP are to be directed, via e-mail, to the Chief Program Officer, Lee Tirpak at KLTirpak@elcbroward.org. Answers will be posted on the ELC website prior to the date sealed Proposals are due to the ELC, as set forth in the Proposed Schedule. Information obtained from any other source is not official and should not be relied upon. Do not contact ELC staff except as otherwise provided for in this RFP. All responses to inquiries received by 5:00 P.M. March 2, 2015, will be posted on the ELC website and emailed to Proposers.

2.5 ADDENDA. The ELC has the absolute right to cancel, amend, modify, supplement or clarify this RFP at any time in its sole discretion. If any revisions become necessary or appropriate, as determined in the sole discretion of the ELC, the ELC will post the same on its website. Any addendum issued by the ELC will include a receipt acknowledgment, which must be executed and submitted to the ELC along with the proposal on the date sealed Proposals are due to the ELC. All Proposers should contact the ELC’s Point of Contact for this solicitation, in addition, to reviewing the website, before the RFP deadline to ascertain whether any addenda have been issued. Failure to do so could result in a determination that the Proposal is non-responsive.

2.6 COMPLIANCE WITH LAWS/RULES/REGULATIONS. The Successful Proposer shall for itself, and it shall cause each of its employees, agents, representatives, contractors and subcontractors to continuously comply with any and all applicable federal, state, and local laws, rules, regulations, codes, ordinances, statutes, and orders of any public authority bearing on the performance of the awarded contract by Proposer. The Successful Proposer shall ensure throughout the duration of the contract that it, and all of its contractors and subcontractors of any tier, shall be properly licensed and certified continuously throughout the duration of all work performed and services provided in accordance with the resulting contract. All such licensing and certification shall be at the sole cost of each contractor and subcontractor. Within three (3) business days of request, the Successful Proposer shall furnish to the ELC copies of any licenses, permits or certifications required to comply with any law, rule, regulation, code, ordinance, statute and order referenced herein.
2.7 PUBLIC RECORDS/PROPOSER TRADE SECRETS. Article 1, Section 24 of the Florida Constitution and Chapter 119, Fla. Stat., guarantees every person access to all public records. All information contained within each proposal submitted to the ELC pursuant to this RFP is part of the public domain, consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in their Proposals, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and state the reason, in writing, why the exclusion from public disclosure is necessary. All proposals will be open for public inspection in accordance with Chapter 119, Florida Statutes, except for any information that qualifies as exempt information under Florida Statutes and which has been identified by the Proposer. The ELC will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081, Florida Statutes, where proposer identifies it as such in its Response to this RFP, to the extent permitted under Section 815.04, Florida Statutes. Any prospective Proposer acknowledges, however, that the protection afforded by Section 815.04, Florida Statutes, is incomplete, and it is hereby agreed by the Proposer and the ELC that no right or remedy for damages arises from any disclosure. Proposer agrees that no right or remedy shall be had against the ELC that arises from any disclosure made by ELC herein, in good faith, pursuant to Chapter 119, Florida Statutes. Further, Proposer agrees that it shall indemnify, defend and hold the ELC harmless from and against any losses, expenses, liabilities, costs, (including court costs and reasonable attorney’s fees and costs), claims or actions by a third party that relates to Proposer’s claimed exemptions herein.

2.8 ACCEPTANCE/REJECTION OF PROPOSALS AND WAIVER OF IRREGULARITIES. The ELC reserves the right, at its sole discretion to reject any and all proposals, and/or to re-advertise, to waive any minor defects, irregularities, informalities or technicalities therein, to negotiate contract terms with the Successful Proposer, to disregard minor non-conforming or non-responsive parts of a Proposal, or to accept any proposal which, in the ELC’s sole judgment will best serve its interests and the interests of the children and families of Broward County. The ELC may supplement, amend, modify and/or expand the solicitation requirements, accept proposals from one or more Proposers, in whole or in part, award only a portion of this solicitation, and award this solicitation to more than one Proposer. The ELC reserves the right to cancel this RFP solicitation at any time without any liability and to cancel the award of any contract at any time before execution of said contract by all parties without any liability to the ELC. In consideration of the ELC’s evaluation of submitted proposals, the proposer, by submitting its proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the ELC exercises its rights provided for in this Section 2.8.

On the date and time for acceptance of Proposals specified in the Schedule set forth in Section 2.3 of this RFP, the Proposals shall be opened by the ELC and reviewed to ensure that the Proposal contains the original, twelve (12) copies, and one editable electronic copy (Word and Excel as applicable) of the required, properly executed submittals.

No Proposal shall be permitted to be withdrawn once it is submitted to the ELC in accordance herewith.

2.9 DISQUALIFICATION. The Proposal and the Proposer shall be disqualified if:

1. The Proposer or affiliate has been placed in the discriminatory vendor list pursuant to Section 287.134, Florida Statutes.
2. The Proposer or affiliate has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conduct or projects or services.
3. The Proposer or affiliate has failed to perform any contractual obligation with the ELC in a manner satisfactory to the ELC; or has failed to correct unsatisfactory performance to the satisfaction of the ELC.
4. The Proposer or affiliate had a contract terminated by the ELC, by any other coalition, State agency or by any Children’s Services Council for cause
5. The Proposer or affiliate or agent of the Proposer or any of its staff make contact in violation of the provisions of the Cone of Silence as set forth in Section 2.2 above.
6. The Proposer or affiliate or any of its staff have participated in the development of the RFP documents for this Solicitation.
7. The Proposer or affiliate fails to comply with the mandatory requirements as set forth Section 3.5 of this RFP.

2.10 NO DISCRIMINATION. The ELC, in accordance with Title VII of the Civil Rights Act of 1964, ensures that any contract entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit Proposals and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

2.11 IDENTICAL OR TIE RESPONSES. A tie in rankings by the Procurement Committee shall be decided by determining which proposal(s) shall be in the best interests of the children and families of Broward County and the ELC. When evaluating
identical responses from multiple Proposers, if two equal responses to an RFP are received and only one response is from a certified minority business enterprise, the Contract shall be awarded to the certified minority business enterprise pursuant to § 287.057(12), Fla. Stat. Whenever proposals are equal in price, quality and services a proposal received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process.

2.12  NOTICE OF CONTRACT AWARD. The ELC anticipates awarding a single Contract to the responsible and responsive Proposer whose Proposal is determined, in writing, to be the most advantageous to the ELC, and children, and families of Broward County; taking into consideration the price, and the other criteria set forth in this RFP. The ELC will electronically post a Notice of Intended Award at the ELC’s website following the ELC Board of Directors selection of the Successful Proposer. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award, the ELC will post a notice of the delay and a revised date for posting the Notice of Intended Award.

2.13  PROTESTS AND DISPUTES. The protest procedures set forth in Chapter 120, Florida Statutes, do not apply to the ELC or to this RFP. By submitting a Proposal herein, Proposer shall comply with the following ELC Protest Policy for this RFP. A Notice of Intent to Protest, before award, must be submitted, in writing, to the ELC’s Chief Executive Officer, at the address listed in Section 2.1 of this RFP, no later than three (3) business days after the date sealed Proposals are due to the ELC. A Notice of Intent to Protest, after award, must be submitted within three (3) business days after the posting of the Notice of Intended Award. Failure to protest, before award, those issues which could have been raised at such time including, without limitation, protest to the form of this RFP, any ELC policy and/or procedure set out in this RFP, or of any term(s) or condition(s) of this RFP, are barred from being raised as a protest, after award. Within three (3) days of the submission of a timely Notice of Intent to Protest, either before award or after award, the Proposer shall file with the ELC’s Chief Executive Officer, a formal written protest describing, in detail, the nature of the protest. The ELC’s Chief Executive Officer shall have authority to evaluate and rule on the protest which decision shall be made, in writing, within five (5) business days from the date of receipt of the formal written request, subject to approval by the Board of Directors of the Coalition.

If it is determined that the solicitation or award is in violation of law, the solicitation or award shall be canceled or revised. If it is determined that the solicitation or award should be upheld, the Chief Executive Officer shall promptly issue a decision in writing stating the reason for the action with a copy furnished to the protester. The decision of the Chief Executive Officer shall be final and conclusive as to the ELC. Nothing in this policy is intended to affect the power of the ELC Board of Directors to settle actions pending before the courts. In the event of a timely protest, the ELC shall not proceed further with the solicitation or with the pending award of the contract until a ruling is made on the protest unless the ELC, with the advice of the ELC’s attorney, makes a determination that the award of the contract, without delay, is necessary to protect the substantial interests of the ELC.

2.14  COST OF PREPARATION OF PROPOSAL. The ELC is not liable for any costs incurred by Proposer in responding to this Request for Proposal.

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SECTION 3 - INSTRUCTIONS FOR PREPARING AND SUBMITTING A PROPOSAL

3.1 PROPOSAL CONTENT. Responses to this RFP shall be prepared in a concise manner designed to address the ELC’s anticipated needs and requirements. All prices and quotations shall be typewritten, no erasures will be accepted. No Proposal may be transferred or assigned by a Proposer. A completed Proposal consists of the following:

- Title Page, which shall be signed in blue ink by an authorized representative of Proposer, shall contain the following:
  - Early Learning Coalition of Broward County, Inc.
  - School Readiness, Voluntary Prekindergarten and Financially Assisted Child Care Service
  - Request for Proposal Number ELC2 2015-002
  - Proposer’s Name, address and all persons and entities having an interest in the Proposal.

- Request for Proposal Acknowledgment Form

- Table of Contents, Include a clear identification of the material by section and by page number

- Response to RFP Introduction
  - A brief narrative that evidences the Proposers understanding of the need for and purpose of this RFP and a brief summary of the proposed plan for service provision.

- Proposal Responses to Sections 3 through 6

- Proposed Budget including budget by service function

- Required Statements and Certifications, and all documents required therein.

3.2 PROPOSAL FORMAT. The Proposal shall conform to the content and format requirements described herein. Responses shall be on 8.5”x11” white paper, double spaced, in Times New Roman font, in twelve (12) point type, submitted in a 3 ring binder which is sealed in an envelope. The sections in the binder shall be tabbed. The first section shall include the Title Page and Request for Proposal Acknowledgment Form and the remaining sections shall correspond to information requested in this RFP. Pages must be numbered consecutively within each section. Each question or statement must be reprinted in its entirety and followed by the response. All supporting documentation or exhibits shall be inserted in separate tabbed sections and clearly referenced. The budget Proposal must be presented in the format prescribed in Exhibit C and be numbered consecutively. The Proposal and all inclusions shall be properly executed and notarized by an individual who is legally authorized to submit the Proposal on behalf of and bind the Proposer.

3.3 SUBMISSION. The Proposal submission shall contain one (1) original, twelve (12) copies and an editable electronic copy of the Proposal entirely in “Word,” and the budget shall be provided in an editable “Excel” format on a flash drive. The original, all copies and the flash drive must be in a sealed envelope(s), and received by the Early Learning Coalition of Broward County, Inc., Attention: K. Lee Tirpak, 6301 NW 5th Way, Suite 3400, Ft. Lauderdale, Florida 33309, on or before 1:00 p.m. (EST) March 20, 2015. The outside cover of the original shall be clearly marked as “ORIGINAL, RESPONSE TO ELCBC RFP 2015-001.” Proposals and modifications to Proposals received after the time and date specified herein for Proposal submission will not be considered and will be retained unopened, for ten (10) days; should the Proposer fail to retrieve the Proposals, the ELC may discard the Proposal. Submissions by e-mail or facsimile will not be accepted. Any Proposal submitted shall remain a valid offer for at least One Hundred Twenty (120) days after the submission deadline.

3.4 REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM. The Request for Proposal Acknowledgement Form, attached as Exhibit A, shall be signed and submitted with Proposer’s Proposal as page 1 of the Proposal, immediately following Proposer’s Title Page.

3.5 SUBMITTAL CHECKLIST. Each copy of the Proposal must include a completed RFP Submittal Checklist, attached as Exhibit B to this RFP. This checklist sets forth the mandatory requirements and submittals for this RFP. Failure to comply with all mandatory requirements will render a Proposal non-responsive and ineligible for further evaluation.

3.6 REQUIRED PROPOSER’S STATEMENTS OR CERTIFICATION. Each copy of the Proposal shall include the forms, affidavits, certifications and statements that are referenced on the RFP Submittal Checklist (Exhibit B). An “Authorized Official” means an officer of Proposer’s organization who has legal authority to bind the Proposer to the provisions of the RFP. This is usually the President, Chair of the Board, Chief Executive Officer, Executive Director, or owner of the entity. There shall be no issues deletions or changes to any of the Statements or Certifications.
3.7 **DESCRIPTION OF APPROACH TO PERFORMING TASKS REQUIRED.** The Proposer’s Responses to Section 4 through Section 6 below are considered basic and fundamental to successful future Contract performance. The Proposer must delineate how they will meet the appropriate requirements for each Section.

1. **Knowledge of and commitment to School Readiness, Voluntary Prekindergarten and Financially Assisted Child Care Services.** The response to this item should describe the Proposer’s experience and understanding of the respective mandates referenced in Sections 4, 5, and 6 of this RFP, and of the goals and performance measures described. The Proposer is encouraged to use its creativity to enhance the minimum requirements. This section should include:
   a. An overview of how the Proposer believes it will meet each of the major program goals;
   b. A strategic plan with measurable objectives that will establish first year and future years’ services and outcomes. The plan should incorporate routine reviews of key performance measures;
   c. A plan for responding to community needs for child care services, community resources, and training, as applicable, beyond current targeted client groups;
   d. A plan for adequate accountability in programmatic and administrative processes; and
   e. A cost allocation plan developed in accordance with Federal and State requirements. The plan must describe allocation methodologies used by the Proposer to claim expenditures for reimbursement under a Contract awarded from this RFP.

2. **Ability to develop relationships with and coordinate with Key Community Stakeholders.** This section should describe the Proposer’s current and planned involvement with key stakeholders. This section should include:
   a. Identification of critical relationships with local key stakeholders, identifying these specifically and include descriptions of how the Proposer will communicate with each regarding the provision of coordinated services, improving quality of collaboration services and programmatic issues;
   b. A description of how the Proposer will handle referrals for its services;
   c. At least three (3) letters of support from key community organizations/entities related to said RFP services;
   d. A description of the Proposer’s interagency process; and
   e. One or more samples of an interagency agreement document or Memorandum of Understanding.

3. **Quality and Outcomes.** The Proposer should present a plan to meet each applicable component as described herein:
   a. A description of the Proposer’s system of key measures focused on customer service and skills/development of the Proposer’s employees;
   b. A customer satisfaction determination process that centers on the customer’s experience with services, phone call response time, and including a process to adapt services based on customer satisfaction data;
   c. A complaint/conflict/grievance resolution process; and
   d. A summary of the Proposer’s capacity to achieve the performance specifications and its procedures for administrative and programmatic accountability, including a description of how it will implement ELC decisions and initiatives and manage data collection issues.

4. **Management Information System.** The Proposer should describe how it will manage data for internal quality improvement, reporting to the ELC, and managing client information/data. This information should include:
   a. A description of the Proposer’s current management information system;
   b. A plan to accomplish data requirements as specified in this RFP;
   c. A plan for aligning records and documentation with automated data; and
   d. A plan for ensuring that all systems are consistent with the requirements of the (approved statewide data system, the Enhanced Field System (EFS), and/or any other coalition approved data system) and the ELC.

5. **Child and Family Eligibility and Enrollment Management, Family Support Services, Provider Payment and Slot Utilization Management Services.** The Proposer should describe how it intends to provide services as described in Section 4.3 through Section 4.6 to the target population. At a minimum, these sections should include:
   a. An outline of the Proposer’s plan to provide Child Care Resource and Referral Services, School Readiness, VPK, CCEP, and Financially Assisted Child Care services to all eligible families within the limits of available contract funding.
   b. A description of the proposed processes for maintaining the waiting list for School Readiness and local community funding; enrolling clients from the waiting list using priority enrollment guidelines; intake, eligibility determination and redetermination, enrollment and transition services.
   c. A description of the proposed processes for serving mandatory and At-Risk and mandatory clients with enrollment and child care resource and referral services; collaborating with referring agencies, and
ensuring the use of priority enrollment guidelines.
d. A detailed description of the Proposer’s feedback loop to ensure that changes in enrollment procedures and internal processes are made when available funding and/or priorities change.
e. A description of the Proposer’s proposed telephone and internet service delivery system, including hours of operation and the use of technological and staffing resources to ensure the provision of continuous, quality customer service.
f. A description of the proposed processes for child care resource and referral, linkage to intake, eligibility determination and redetermination, enrollment, waiting list and use of priority enrollment guidelines.
g. A description of how the Proposer will educate staff regarding on-going consumer education campaigns.
h. A description of the Proposer’s provider payment/reimbursement process, including a description of an accounts payable/accounts receivable system.
i. A description of the Proposer’s automated invoicing procedures.
j. An outline of proposed financial analyses to be conducted on a regular or periodic basis.
k. A description of the Proposer’s monitoring of attendance records for Utilization, reimbursement policies and record maintenance policies.
l. A description of the Proposer’s proposed methodology to track the number of children served, by child and funding from entry until exit from services.
m. A description of the Proposer’s administrative and fiscal technical assistance to child care centers, family child care homes and school-based providers for payment matters.
n. A description of the Proposer’s plan for slot utilization management of the School Readiness, VPK, CCEP, and Financially Assisted Child Care programs.
o. A description of the Proposer’s plan for Fraud Prevention and Investigation of fraudulent activity by parents and providers.

3.8 DESCRIPTION OF STAFFING AND ORGANIZATIONAL CAPACITY. The Proposer’s Application must include:
1. The Proposer’s table of organization chart indicating how the project staff fit into the total organization, and how each member of the project staff relates to the other.
2. A list of the staff that will provide the services, their qualifications and salaries, including subcontractors who will provide services listed in the Proposal (not to include child care providers).
3. A synopsis of organizational qualifications indicating ability to manage and complete the proposed project.
4. A plan for ensuring the focus is on customer service, the skills/development of employees, and cost.
5. Evidence that the Proposer is qualified to provide School Readiness, Child Care Executive Partnership, Financially Assisted Child Care and Voluntary Prekindergarten services according to the mandates in this RFP or a plan to become qualified prior to Contract execution.
6. Evidence that the Proposer can manage multiple funding streams that are available in Broward to supplement State and Federal dollars.
7. Evaluations of Proposer’s projects similar to the one proposed in the RFP or a parallel service delivery system (previous experience is desired but not required); if the Proposer plans to subcontract for services, provide details of past experience managing subcontracts; or a description of the Proposer’s previous or related experience working with the client population described in this RFP and the Proposer’s performance. The description should include, but not be limited to, scope of similar or related services previously provided, geographical areas, staff specialties, programmatic capacity, number of years providing child care and related services, and quantitative outcomes.
8. A copy of the Proposer’s most recent financial statement or audit.

3.9 DESCRIPTION OF FINANCIAL CAPABILITY. The Proposer shall submit information about their financial capabilities for undertaking this RFP. Required financial information may include, but not be limited to, submission of applicable financial statements and financial resources. Please refer to Section 6 for additional requirements and details.

3.10 PROPOSED BUDGET.
1. The Proposal must include a Contract amount for the service(s) proposed, broken down by standard accounts, line items, service function, and by fiscal year.
2. A budget must be submitted for each fiscal year up to five years.
3. The Proposal must include a line item budget and a thorough budget narrative where necessary, to define and substantiate planned costs utilizing the forms included in Exhibit C.
4. The Proposal must include a cost allocation plan.

3.11 TRANSITION PLAN. The Successful Proposer must have the ability to provide services consistent with the description given in the RFP beginning July 1, 2015, and maintaining services through the contracting period. The Response to the RFP must include a project timeline to show how all services for which a proposal is submitted will be available on July 1, 2015. Include critical dates throughout the contract duration for such areas as performance evaluations, implementation of proposed innovations, etc. The transition plan must adequately demonstrate that there will be no break in services for children, families, or child care providers currently receiving School Readiness, CCEP, VPK or Financially Assisted Child Care services. If a Proposer is not currently providing the services proposed, the Proposer must include:

1. A detailed transition plan including a schedule and assurances of cooperation with the previous Contractor to facilitate a smooth transition.
2. A list of tasks and their relation to completion dates that the Proposer will have to accomplish during the transition period between the execution of a Contract and the actual start date.

SECTION 4: MINIMUM PROGRAMMATIC REQUIREMENTS

4.1 GENERAL STATEMENT.
1. The Successful Proposer shall demonstrate the ability to ensure that ELC and state mandates are met within existing resources while maintaining a balance of quality and quantity of service.
2. The VPK program is a state constitutional entitlement, therefore, children residing in Broward County who meet the eligibility criteria established by the state, shall be enrolled.
3. The School Readiness program and Child Care Resource and Referral services, including client eligibility for school readiness financial assistance and services, is based on 45 CFR 98, §§ 1002.81 Fla. Stat. through 1002.97, Fla. Stat., and associated Rules 6M-4 FAC and 6M 9.3, OEL, and ELC policies and procedures. Priority shall be given to children and families who meet the eligibility priorities as adopted by the Florida Legislature in §§ 1002.87 Fla. Stat.
4. The Financially Assisted Child Care program is funded by the Children’s Services Council of Broward County and was developed to provide quality child care services for children birth to 5 years of age not yet eligible for kindergarten. The Successful Proposer shall demonstrate the ability to ensure that the ELC’s and Children’s Services Council mandates are met.

4.2 SCOPE OF SERVICES.
1. The Early Learning Coalition of Broward County, Inc. (the ELC) is committed to providing the highest quality system of services that delivers School Readiness, Voluntary Prekindergarten, Financially Assisted Child Care, Teen Parent, and Child Care Executive Partnership services as outlined in this RFP. The Proposer shall coordinate services in an effort to maximize public and private cooperation, be cost effective and minimize barriers to accessing these programs. The Successful Proposer will develop a system to implement and administer those programs in accordance with the procedures and requirements referenced in §§ 1002.81 Fla. Stat. through 1002.97, Fla. Stat, and associated Rules 6M-4 FAC, to achieve the performance standards and outcome measures as specified by the Office of Early Learning, a division of Florida’s Department of Education, and local rules and guidance, as provided by the ELC. The Proposer shall facilitate efficient, effective customer-friendly access to financial assistance for eligible families seeking School Readiness services, families seeking Voluntary Prekindergarten (VPK) for their children, and Financially Assisted Child Care services; including eligibility determination and application processing, along with efficient and effective management of School Readiness, Voluntary Prekindergarten (VPK) and Financially Assisted Child Care slots, and ensure accurate and timely reimbursement to Providers of early care and education services for children. This RFP includes the following main areas of work:
   a. Child and Family Eligibility and Enrollment for all program areas (Section 4.3)
   b. Family Support Services Related to Early Care/Early Learning (Section 4.4)
   c. Provider Payments (Section 4.5)
   d. Slot Utilization Management (Section 4.6)

Program area data during the 2013-2014 Fiscal Year:
School Readiness Program: Approximately 15,675 unduplicated children were served by an estimated 660 unduplicated school readiness providers. On average 9,750 children were served monthly during the 2013-2014 Fiscal Year, with an average of 8,300 children on the waitlist. Included in this School Readiness data are 642 children served by the CCEP program as well as approximately 166 CCEP business participants that
are mostly child care providers.

VPK program: 15,138 VPK children were served during the school year program and 1,018 VPK children were served during the summer program. The average number of VPK providers reimbursed during 2013-14 VPK school year program was 505 and 89 for the summer program.

Financially Assisted Child Care: 2,823 children (birth to school-age) were served in the Financially Assisted Child Care program. Only “quality” providers serve children funded by Financially Assisted Child Care program.

Teen Parent program: 259 children were served under the TAPP program by Broward County Public Schools and reported to the Office of Early Learning.

2. Information Technology: The Proposer must ensure compatibility with the Office of Early Learning and ELC’s information technology resources. In the event there is a question as to whether an item is compatible, the ELC should be contacted.

a. Compatibility/Access. The ELC presently maintains information in the approved statewide data system, the Enhanced Field System (EFS), and/or any other ELC approved data system. The Successful Proposer shall be required to enter data into and retrieve data from this system. In addition the Successful Proposer will have the ability to interface with other ELC approved databases as requested. Data or output from Successful Proposer systems furnished in electronic format to the ELC shall be provided in a format compatible with current ELC standards. The Successful Proposer shall provide connectivity between the ELC and the approved statewide data system, the Enhanced Field System (EFS), and/or any other ELC approved data system. Prior to purchasing any Information Technology (IT) resources with Contract funds, the Successful Proposer must receive written approval from the ELC’s approving authority. IT is defined as data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The Successful Proposer will not be reimbursed for any IT purchases made prior to obtaining the ELC’s written approval. In the event the Successful Proposer purchases, develops or maintains its own electronic information systems to support services provided through the eventual contract, the ELC shall have access to all information necessary to audit and examine such information in its native format, using access devices (terminals or personal computers) made available for this purpose by the Successful Proposer. The Successful Proposer shall provide the ELC’s representatives with the necessary system user accounts and passwords to access all information related to this contract that may be stored in the contractor’s systems. The Successful Proposer shall comply with any naming conventions, security requirements or other specifications relating to any connection it may be allowed to make to the ELC’s electronic information systems. The Successful Proposer’s own systems and premises shall be subject to inspection by the ELC’s representatives at any time to verify compliance with security requirements. Any data communications involving the ELC may also be monitored by ELC security or systems personnel for compliance with these requirements or misuse of the systems.

b. The Successful Proposer shall comply with all applicable laws and procedures related to security and confidentiality including, but not limited to, Chapter 815, Florida Statutes. In the event that the Successful Proposer is allowed to electronically connect to any of the ELC’s facilities, the ELC may suspend or revoke that connection at any time if the ELC reasonably believes that the overall security of the ELC’s systems may be compromised by a continuation of that connection. The Successful Proposer shall identify an appropriately skilled and trained individual to function as the Successful Proposer’s’s Data Security Officer who shall serve as a liaison with the ELC’s security staff to maintain an appropriate level of security for data collected or used under this Contract as mandated by the ELC.

c. Liability for System Failure. The ELC shall not be liable to the Successful Proposer for a failure of any of the systems or for the degradation or disruption of any connection or system. The Successful Proposer loss or diminution of access to the systems for any reason shall not excuse the Successful Proposer from their obligations under this Contract.

3. Continuity of Operation Plan (COOP): The Proposer shall submit a Continuity of Operation Plan (COOP) to the ELC within the first 30 days of contract execution. The COOP shall include the selected Proposer’s plans to continue operations during natural disasters, local emergencies or other emergency situations requiring significant changes in operations. The plan shall include pre- disaster planning, including but not limited to record protection, alternative child care accommodations, supplies and a recovery plan that would allow the Proposer to continue functioning as per the Contract in the event of an actual disaster.

4. Performance Measures. The Successful Proposer shall maintain records documenting outcomes and report this information 45 days from contract end date to the ELC’s Chief Program Officer and/or designee. Based on legislative requirements in Section 1002 Fla. Stat. and measures adopted by the Office of Early Learning, state-wide
performance measures must be achieved. In addition to state-wide performance measures and expected outcome measures indicated in the local school readiness coalition plan, and the contract’s performance evaluation tool, local performance measures must be achieved within the resultant contract period.

4.3 CHILD AND FAMILY ELIGIBILITY AND ENROLLMENT. The Successful Proposer shall conduct all responsibilities of SR and CCEP enrollment, and eligibility services consistent with 45 C.F.R.98, Chapter 1002.81-97, Fla. Stat., Rule 6M-4 F.A.C., OEL, and ELC policies and procedures; all responsibilities for the Voluntary Pre-Kindergarten Program (a state constitutional entitlement), including enrollment and eligibility, consistent with Chapter 1002.55-79, F.S., Rule 6M-8 F.A.C. and ELC approved policies and procedures; and conduct all enrollment and eligibility services and the Financially Assisted Child Care program in accordance with the Program Overview, attached as Exhibit “D” and mandates as required by the Children’s Services Council. The Successful Proposer shall demonstrate the ability to ensure that the ELC and state mandates are met within existing resources while maintaining a balance of quality and quantity of service. The Successful Proposer shall develop, coordinate and deliver a comprehensive program of eligibility/enrollment and redetermination for all program areas outlined in this RFP that addresses the following:

Overview and Operations
1. Offer services in person, at times and locations that are convenient for working families.
2. Offer services on both an appointment and walk-in basis. A family requesting an appointment shall be able to receive an appointment within seven (7) business days of the request.
3. Manage families potentially eligible for services and utilizes the State's web-based Single Point of Entry/Unified Waiting List (SPE/UWL) to provide seamless entry for Broward's families into the Broward County community's early childhood programs.
4. Record family and child information into the Office of Early Learning's data system (Enhanced Field System (EFS)).
5. Develop a webpage specific to the Successful Proposer’s operation in Broward County, ensuring that online searches identify ELC and Successful Proposer services promptly.

Services
1. Priority shall be given to children and families who meet the eligibility priorities as indicated in F.S. 1002.53 and 1002.87.
2. Be capable of managing multiple funding streams and meet requirements of those programs, including, the Financially Assisted Child Care (FACC) program (funded by the Children’s Services Council of Broward County).
3. Develop, coordinate, and deliver a comprehensive program of eligibility/enrollment and redetermination for all program areas that addresses the following:
   a. Explains to parents, information about screenings and assessments provided to children in the school readiness program, as well as the parent rights and responsibilities as a recipient of school readiness, VPK and Financially Assisted Child Care program services.
   b. Records parent’s option to decline the developmental screening, in the approved statewide data system, the Enhanced Field System (EFS), using the State of Florida’s School Readiness Program’s Parent Option to Decline Form (OEL SR 24) and when a child is screened elsewhere, obtains a copy of the IEP or IFSP during the initial enrollment intake and at redetermination.
   c. Track in the state’s data system each client’s response to the developmental screening option.
   d. Liaisons with the ELC system to ensure all children receive a developmental screen in a timely manner.
   e. Provide eligibility determination and re-determination services for clients in SR, CCEP, VPK, and Financially Assisted Child Care programs ensuring timeliness, convenience and quality services to families in all geographic areas of Broward County.
   f. Adhere to the school readiness client enrollment policy and subsequent approved amendments and policies thereof.
   g. Adhere to the Financially Assisted Child Care Program Overview as referenced in policies and subsequent approved amendments and policies thereof.
   h. Adhere to the Office of Early Learnings Child Care Executive Partnership policies and procedures and subsequent approved amendments and policies thereof.
   i. Provide initial intake services on an appointment basis. Ensures parents and providers are notified in writing, at least six weeks prior to parent’s re-determination dates.
   j. Ensure all redeterminations occur according to ELC’s Redetermination Policy. A family requesting a redetermination appointment rather than mailing or uploading documents for review shall be able to receive an appointment within seven (7) business days of the request.
   k. Ensure at the time of initial eligibility determination and re-determination, that all clients are interviewed.
8. Ensure child care services are provided to eligible children who meet child care eligibility requirements and proof of residency based on the guidelines established for school readiness or VPK services as stated by the Florida Legislature and ELC as appropriate.

5. Offer a choice of only licensed facilities or programs to all “At-Risk” children referred by the Department of Children and Families (DCF) or their contracted providers and families receiving Relative Caregiver Funding regardless of whether or not the protective supervision status has been terminated by Court Order.

6. Ensure that each parent enrolling a child in the Voluntary Prekindergarten Education Program is provided with the ELC’s profile of every private prekindergarten provider and public school delivering the program within the ELC’s county (Section 1002.53 (5) Fla. Stat.). The profiles shall be provided to parents in a format prescribed by the Office of Early Learning and developed by ECL staff.

7. Notify applicants and clients of their right to an appeal in cases where a determination of ineligibility for services, termination, suspension, or reduction in services has been made.

8. Follow the procedures outlined in policy to resolve client complaints at the lowest level possible.

Performance Measures:
The following local performance measures for SR, VPK and Financially Assisted Child Care Eligibility and Enrollment must be achieved within the eventual contract period:

1. All families’ eligibility determination (SR/CCEP/FACC and VPK) and redetermination (SR/CCEP/FACC) shall be determined accurately in accordance with the State of Florida applicable statutory, regulatory, and local ELC eligibility and re-determination policies and guidelines. [ELC monitoring standard shall be 95%, but documentation must be corrected to 100% if errors are discovered at monitoring, where possible.]

2. All application processing (SR/CCEP/FACC and VPK), determination of co-payments, and provision of financial assistance for school readiness child care to all families shall be performed in accordance with the State of Florida applicable statutory, regulatory, and local ELC service priorities; as funding permits. [ELC monitoring standard shall be 95%, but documentation must be corrected to 100% if errors are discovered at monitoring, where possible.]

3. All families receiving VPK services or financial assistance for school readiness child care shall receive such assistance only from legally operating/contracted facilities. [Measured by ELC’s Client File Review Process]

4. Ninety-five percent (95%) of family-requested provider transfers shall be processed within three (3) to five (5) business days of initial completed request. [Measured by ELC’s Client File Review Process]

5. All At-Risk children who receive a child care referral from an authorized referring agency will be enrolled in a licensed child care program; preferred facilities will meet one or more of the following criteria:
   b. Participating in the Children’s Services Council of Broward Positive Behavior Support (“PBS”) Initiative; or
   c. Participating in the ELC’s Road to Child Outcomes Initiative [Measured by ELC’s Client File Review Process]

6. All children who receive a child care referral based on the family’s participation in a Career Source Transition Program will have an eligibility determination within ten (10) working days of receipt of an accurately completed referral. [Measured by ELC’s Client File Review Process]

7. All parents who request information on additional services during eligibility/enrollment will receive support information as documented in the client case file and approved statewide data system, the Enhanced Field System (EFS), and/or any other ELC approved data system. [Measured by ELC’s Client File Review Process]

8. One hundred percent (100%) of the Waiting List names shall be validated every six (6) months, with those families on the Waiting List informed of their eligibility/application status as applicable. Unified Waiting List (UWL) procedures shall be developed and administered fairly and efficiently for all financially supported school readiness services (including those early learning services provided through the School Board of Broward County) for those families who are not immediately served to achieve a Waiting List for Broward’s School Readiness services. The UWL is to be maintained in accordance with 6M-4, Florida Administrative Code, and State of Florida and ELC priorities, and in collaboration with other family service organizations. [Measured by SPE/UWL Report]
4.4 FAMILY SUPPORT RELATED TO EARLY CARE/EARLY LEARNING. The Successful Proposer shall develop, coordinate and deliver a comprehensive program of parent services that will address the following:

**Family Friendly Environment.**

1. Provide engaging materials that are age appropriate for the children who will accompany parents during interviews. To the extent appropriate, the Successful Proposer will need to provide family friendly environments and protocols including parent education videos running in the Proposer’s office waiting rooms. Waiting areas are to be family friendly with an area in which children can play safely.

2. Provide materials in waiting rooms in English, Spanish, Portuguese and Creole as applicable.

3. Include parent information regarding what constitutes quality child care in the Proposer’s waiting room(s) on Successful Proposer’s website and link to the ELC’s website.

4. Encourage parents in their role as their child’s first teacher through educational materials during eligibility meetings and in waiting rooms.

5. Proactively inform families of primary health care resources, their right to choose their provider setting and location, their right to unlimited access to their child in that location during care hours.

**Child Care Resource and Referral Services for At-Risk and temporary cash assistance clients.**

1. Make available access for At-Risk and temporary cash assistance client parents to community resources including the ELC, such as the CCR&R services, One-E-App interviews, etc., during eligibility meetings and in waiting rooms.

2. Provide individualized consumer education provided by the ELC to all At-Risk and temporary cash assistance clients in locating and choosing quality child care programs.

3. Maintain Child Care Resource and Referral services to assist all At-Risk and temporary cash assistance client families (regardless of income or situation) by providing answers to their questions regarding how to identify quality child care and education programs; how to locate a provider that meets the needs of the family; and how to access community services.

4. Offer Child Care Resource and Referral services to At-Risk and temporary cash assistance client customers in their preferred language, and be culturally sensitive to all families. When a staff person is not available who speaks the customer’s preferred language, an effort must be made to utilize a translation service.

5. Offer a family-friendly process convenient for At-Risk and temporary cash assistance client families and supportive of parents’ involvement in choosing and interacting with their children’s caregivers.

6. Provide information and referrals to a full range of early learning programs (including recreational facilities, family enhancement and development programs, and nanny and au pair agencies) and other community resources that meet the At-Risk family’s needs.

7. Offer At-Risk and temporary cash assistance client customers unbiased child care and community resource consumer information by qualified staff according to Child Care Resource and Referral Standards.

8. Assist At-Risk and temporary cash assistance client families in finding affordable early education and child care options to fit their needs and in support of “parental choice” requirements, as to the various types of legally operating facilities.

9. Coordinate and develop with At-Risk and temporary cash assistance client referral agencies the most effective methods to enroll children into programs and provide feedback to referring agency.

10. Provide At-Risk and temporary cash assistance client families with child care referrals to the following early care and education services:

   a. Licensed or exempt centers;
   b. Licensed family homes and family child care homes;
   c. School-based and center-based programs;
   d. Head Start and Early Head Start programs;
   e. Faith-based programs;
   f. School-age programs; and
   g. Summer camp programs.

11. Record family and child information into the Office of Early Learning’s Enhanced Field System (EFS) data system.

**Parent Packets**

1. Provide specialized educational materials provided by the ELC, to include but not be limited to child growth and development, nutrition, health, parenting resources, dental health, child car seat safety, and Kid Care applications are available online to At-Risk and temporary cash assistance clients requesting CCR&R services and will be distributed by Successful Proposer staff as needs are indicated by the families served.
2. Provide access to an informational packet provided by the ELC whose materials are e-mailed to the At-Risk customer which includes relevant individualized consumer education resources.

3. Send all interested At-Risk or temporary cash assistance parents/guardians, referral packets (via email when possible) containing, at a minimum:
   a. Customized summary printouts of randomly generated child care referrals (at least 5 referrals) based on availability and parent request and including providers’ training/accreditation profiles;
   b. Required disclaimer and explanations;
   c. Licensing and child care resource and referral contact information:
   d. Checklist(s) for selecting quality child care, and related referrals and information.
   e. Appropriate community resources, child development, and parenting information.

Staff Qualifications and Training
1. Ensure eligibility staff providing services to at-risk or temporary cash assistance families receive resource and referral certification as defined in the CCR&R requirements that may be changed from time to time by the Office of Early Learning (OEL).

2. Ensure that ongoing training and quality assurance is conducted with eligibility staff as required by the CCR&R program requirements.

Performance Measures:
The following local performance measures for Family Support related to early care/learning must be achieved within the eventual contract period:
1. Ninety-five percent (95%) of parents report better understanding about family support, child care options and choosing quality child care as noted in parent surveys, as a local performance measure for Family Support Services must be achieved within the eventual contract period. [Measured by ELC survey]
2. All At-Risk and temporary cash assistance parents1 who have not selected a provider for child care services will be provided child care referrals and resources to meet the client’s needs. [Measured by ELC file review]
3. All children who receive an At-Risk or CareerSource child care referral from an authorized referring agency will be offered services within ten (10) working days of receipt of an accurately completed referral. [Measured by ELC’s Client File Review Process]

4.5 PROVIDER PAYMENTS. The Successful Proposer shall develop, coordinate and deliver a comprehensive program of provider payment services in accordance with Office of Early Learning policies, ELC policies, the ELC’s Provider Agreements for School Readiness, VPK, and Financial Assisted Child Care services, and the approved ELC Plan, and shall include but not be limited to the following:
1. Review provider attendance sheets for correctness of information and make payments to providers for compensation purposes consistent with the approved statewide data system, the Enhanced Field System (EFS), and/or any other ELC approved data system with data in the following categories;
   a. School Readiness, Child Care Executive Partnership, Financially Assisted Child Care:
      i. Infant Care – infant care is defined as care for children from birth to twelve (12) months.
      ii. Toddler Care – toddler care is defined as care for children from their first birthday to twenty-four months.
      iii. Two-Year-Old Care – two year old care is defined as care for children from their second birthday to thirty-six (36) months.
      iv. Three-Year-Old Care – three year old care is defined as care for children from their third birthday to forty-seven (47) months.
      v. Four-Year-Old Care – four-year-old care is defined as care for children from their fourth birthday to fifty-nine (59) months or until the child enters kindergarten.
      vi. Five-Year-Old Care – five-year-old care is defined as care for children from their fifth birthday or until the child enters kindergarten.
      vii. School Age Care – school age care is defined as care for children of school age to twelve (12) years for a portion of the day before and after school hours, and for full day care during holidays and summer seasons.
      viii. Special Needs – special needs is defined as care for children with either an Individual Family Support Plan for children birth to 3 years of age or an Individualized Education Plan for children 3 to 5 years of age not yet in kindergarten.

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1 Referral clients receiving temporary cash assistance under chapter 414 and subject to the federal work requirements.
b. Voluntary Prekindergarten:
   i. Children four (4) years of age on or before September 1, of the resultant contract period.
2. Ensure SR, CCEP, and Financially Assisted Child Care provider payments do not exceed the rates charged by providers to the general public nor the approved reimbursement rate schedule for Broward County.
3. Rates paid to VPK Providers are established by the Office of Early Learning, based on the allocation formula methodology established legislatively and approved by the Office of Early Learning.
4. The Successful Proposer may make advance payments to Providers in accordance with ELC- OEL guidance.
5. Ensure child care providers are reimbursed for services, receiving payment on or before the 20th of each month through direct deposit.
6. Ensure payments to Gold Seal Providers follow the guidelines established by the ELC. The Successful Proposer shall pay separate rates for Providers that have achieved recognition as a Gold Seal Provider as per the Office of Early Learning. Increased reimbursement of the Gold Seal Rate is to be paid in the month following the month that written notification of the change was received by the ELC from the provider. The Successful Proposer shall respond to the provider in writing by email within one week, following the date of notification.
7. Ensure compliance with the ELC’s approved Cost Allocation Plan (as it relates to usage and coding child care reimbursement) and all policies.
8. Track the number of children served by child and by funding stream, from entry until exit from services and monitor utilization of slot funding.
9. Provide reporting services as required for the Teen Age Parent Program (TAPP)
10. Obtain the required TAPP information from the school district and submit with invoice to the ELC.
11. Report the Teenage Parent Program data through the statewide data system.
12. Provide invoicing to the child care businesses participating in the Child Care Executive Partnership Program as informed by the ELC.

Performance Measures:
The following local performance measure for Provider Payment must be achieved within the eventual contract period:
1. All attendance processing (SR/CCEP/FAC and VPK), determination of parent co-payments, and provision of payments to school readiness child care and VPK providers shall be performed in accordance with the State of Florida applicable statutory, regulatory, and local ELC service priorities; as funding permits. [ELC monitoring standard shall be 95%, but documentation must be corrected to 100% if errors are discovered at monitoring, where possible.]

4.6 SLOT UTILIZATION MANAGEMENT. The Successful Proposer shall:
1. Actively work with the ELC to ensure that all available funds for slots shall be spent on slots and slot budget shall not be exceeded each fiscal year.
2. Maintain, manage, garner and renew community match dollars as required by the CCEP program and the School Readiness economically disadvantaged obligation.
3. Provide a slot utilization management plan and prepare a 12 month slot utilization budget for each period contracted.
4. Proposer shall be solely responsible for any slot utilization costs that exceed the amount stated in the Contract.
5. Ensure utilization of an integrated, automated system for maintaining all client data, for recording and for the timely processing of vendor payments.

Performance Measures:
The following local performance measures for Provider Payment must be achieved within the eventual contract period:
1. 100% of local match requirements shall be met, tracked, and accurately reported and 100% of CCEP match garnered shall be tracked and accurately reported.
2. Ensure that the funds used from the CCEP program are used to supplement or extend existing public or private funds and may not be used to supplant the maintenance of effort presently exerted by the employer or other participants in the activity funded.
3. Ensure a system for administering and supporting the CCEP and FACC program.
4. The Proposer’s forecasts, trend analyses, and budget management shall result in fiscal year budgets that are balanced, with no deficit spending and with no significant surplus of funds that have been contracted for services.
SECTION 5: REQUIREMENTS COMMON TO ALL COMPONENTS

5.1 STANDARD CONTRACT. Attached to this RFP as Exhibit “E” is a Draft Core Contract. The ELC proposes to use these terms and conditions in developing an agreement pursuant to this RFP. All responses shall identify and disclose each term or condition the Respondent cannot agree to as an agreement provision, if any, and shall clearly and concisely state the reason or reasons the Proposer cannot agree. The disclosure required by this paragraph is intended to be utilized during the selection process in evaluating the timeliness, the difficulty, and the ability of the ELC to successfully negotiate an agreement with Proposer. A Proposer that fails to disclose this required information shall not be automatically eliminated from consideration under this RFP; however, such failure may be considered in evaluating the Proposer. In addition, the ELC may, during negotiations make alterations, deletions, additions or changes to the Contract. In the event that the awarded respondent(s) should breach the contract, ELC reserves the right to seek remedies in law and/or in equity. Default will result in removal from the bidders/respondents list for a period of three years.

5.2 STAFFING AND ADMINISTRATIVE REQUIREMENTS

1. Administrative Capacity. Each Proposer shall demonstrate their administrative capacity to perform successfully the services for which they are submitting an application. Administration consists of the services necessary to maintain operations and management of the program, e.g. fiscal and budgetary activities, agency experience, personnel, contract management, and general administrative services. Charges for administration are to be spread across the cost centers relevant to each service area, as appropriate and must be annually negotiated with the ELC. The Successful Proposer shall:

a. Maintain required agency policies and procedures related to personnel management, fiscal/budget activities, general administrative services, and risk management. Ensure requests for payments from subcontractors are processed according to State and Federal policies and procedures (Reference 215.422 F.S. and pertinent Florida Administrative Codes).
b. Abide by and conform to all Office of Early Learning and local ELC rulings, policies and directives concerning child care during the course of the contract.
c. Submit reports and data on a timely basis as required by the ELC, the Office of Early Learning or other funders. Participate in funding applications, monitoring, audits, etc., to the extent needed as required by Government, State, Counties, or private entities.
d. When services and activities are offered by the Proposer, unrelated to school readiness contract obligations, Proposer shall provide documentation that all costs, including administration and services, supporting such activities are borne by funds other than funds allocated to the ELC contract.
e. Allow, as permitted by law and subject to confidentiality restraints, access and monitoring of its records for any purpose by the State, OEL, ELC, ELC committees, or its representatives.
f. Provide sufficient space to conduct business and promote privacy when conducting client interviews and offer services in an area convenient to clients.
g. Have access to equipment necessary to conduct business including sufficient computer hardware and software to adequately track client eligibility, to provide accurate invoices, to produce accurate financial information and to generate timely reports as required. Equipment must be compatible with the Office of Early Learning, Department of Education Information Technology Resources as defined in Section 282.0041, Fla. Stat.
h. Maintain open and effective lines of communication with ELC staff regarding matters related to Developmental Screening, Curriculum, Child Assessment, Health & Safety monitoring and Ages and Stages (ASQ).
i. Notify ELC staff promptly of any situation with a provider that puts the health, safety or well-being of children in their care at risk;
j. Work with the ELC to ensure that only ELC approved forms, letters, flyers and promotional material are used in communication with families and providers.
k. Provide a service delivery system that is timely, customer friendly, convenient, consistent, accessible, meets the needs of and provides quality care to all families from all areas of Broward County;
l. Demonstrate an understanding of, and commitment to clients, and the planning and management skills to expand services to these clients, particularly children less than five years when their age is coupled with other major risk factors.
m. A synopsis of Proposer’s organizational business structure and Proposer’s qualifications indicating its ability to manage and complete the proposed project.

n. Evidence that the Proposer is qualified to provide School Readiness, Voluntary Prekindergarten and related services according to the mandates in this RFP or a plan to become qualified prior to Contract execution.

o. Evaluations of Proposer projects similar to the one proposed in the RFP or a parallel service delivery system, indicating success levels, error rates (previous experience is desired but not required).

p. A description of the Proposer’s previous or related experience working with the client population described in this RFP and the Proposer’s performance. The description should include, but not be limited to, scope of similar or related services previously provided, geographical areas, staff specialties, programmatic capacity, experience with Service Agreements or other similar agreement types, number of years providing child care related services, and quantitative outcomes.

q. Description of the Proposer’s past experiences in managing a transition process and working in cooperation with the previous provider.

r. Details evidencing Proposer’s experience managing multiple funding streams for a single project.

2. Staffing Levels. The Successful Proposer shall maintain an adequate administrative organizational structure and support staff, including bilingual staff conversant in English, Spanish, Portuguese, and Creole, sufficient to discharge the eventual contractual responsibilities. All Proposer personnel shall have the appropriate Level 2 background screening as part of the Proposer’s hiring process. In the event the ELC determines that staffing levels do not produce the expected levels of service promised in the proposal, it shall advise the Successful Proposer in writing and the Successful Proposer shall have 30 days to remedy the identified staffing deficiencies.

3. Professional Qualification. The Successful Proposer shall submit and maintain personnel job descriptions that reflect the ability of the Successful Proposer to fulfill the service obligations under the resultant contract. All staff must submit to a local and state criminal records check to be considered for employment. The Successful Proposer will ensure that these records are updated and current. Additionally, the Successful Proposer will ensure that staff is qualified to meet the expected levels of service.

4. Staffing Changes. The Successful Proposer shall furnish and maintain current organizational charts listing positions that affect the ELC’s business operations and lines of authority for each service component identified in the resultant contract. The ELC must be notified within twenty four (24) hours of changes to the organizational structure that affects the operation of the ELC’s services. Such notification must show how this change affects services provided to the ELC.

5. A description of Proposer’s employee turnover rate over the past 5 years and how turnover and future recruitment and hiring issues will be managed.

5.3 SUBCONTRACTORS.

1. Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the ELC.

2. The proposer(s) will be fully responsible to the ELC for the acts and omissions of the sub-proposer(s) and their employees. Proposer agrees not to engage any sub-contractor without the express written permission of the ELC.

3. Services under the resulting contract to this RFP may be subcontracted. The Successful Proposer shall remain fully responsible for service delivery, monitoring and quality assurance of all subcontracts entered into under the resultant contract. The Successful Proposer shall develop written procedures for monitoring of subcontracts.

4. The Successful Proposer may, only with the prior written consent of the ELC which consent may be withheld in the ELC’s sole and exclusive discretion, enter into written subcontract(s). Subcontractors known at the time of proposal submission and the amount of the subcontract shall be identified in the Successful Proposer’s response to this RFP. Subcontracts shall be approved in writing by the ELCs prior to the effective date of any subcontract. No subcontract, which the Successful Proposer enters into with respect to performance under the contract resulting from this RFP, shall in any way relieve the Successful Proposer of any responsibility for performance of its duties except in cases where the ELC allows specific language to be included in an agreement among various parties including the Successful Proposer; in these situations the Successful Proposer is only responsible for the limits of the language of the agreement. Payments to subcontractors shall be made by the Successful Proposer. No payments to the Successful Proposer, with the respect to subcontracts, will be processed until all subcontracts are approved, in writing, by the ELC.

5.4 SERVICE LOCATION & EQUIPMENT.
1. **Service Delivery Location.** The Successful Proposer shall administer and coordinate all services within Broward County. The location of the Proposer’s Broward County main office, satellite offices, and out-posted staff location(s) shall be related to the needs of families to be served in this RFP.

2. **Service Times.** The Successful Proposer’s office hours, locations and telephone numbers shall be posted and be readily visible on all their office buildings, promotional materials, and website. Office hours at the physical office locations should all be identified on the website along with the hours of their operation.

3. **Changes in Location.** The Successful Proposer shall notify the ELC of any changes in the mailing address, telephone number(s), or physical location of its offices at least thirty (30) calendar days prior to changes.

4. **Equipment.** The Successful Proposer shall supply all equipment necessary to provide the services and data required for the resultant contract.

5.5 **DELIVERABLES.** The resultant contract from this RFP shall be a cost reimbursement contract. For purposes of federal reporting and requesting payment from the ELC for services rendered, a unit of child care is a day, or a partial day, of child care services as defined in the ELC’s approved plan. The daily rate payable for SR, CCEP, and Financially Assisted Child Care services shall be based on the ELC’s approved rate schedule. The Daily rate payable for VPK services shall be based on the Allocation of the Florida Legislature.

5.6 **RECORDS AND DOCUMENTATION.**

1. The Successful Proposer shall maintain accurate and current client information in accordance with state and federal recording requirements, which is updated on a monthly basis. Client files shall be maintained for the more stringent of either a period of five (5) years or as otherwise required by applicable regulations after a case is closed and dated for shredding. A database backup protocol will be implemented.

2. The Successful Proposer shall maintain sufficient records to verify that client eligibility was determined in accordance with ELC requirements and Office of Early Learning policy.

3. The Successful Proposer shall maintain current and up-to-date records with documentation that apply to services provided and other activities relevant to this Contract.

4. The Successful Proposer shall maintain a centralized file documentation system for related provider and client files.

5.7 **REPORTS.** The Successful Proposer shall ensure that it is satisfying all federal, state, and ELC reporting requirements and submit the following to the ELC as required by the resultant contract:

   a. A year-end financial statement of SR, VPK, and CSC revenue and expenditure reports that include a summary of expenses for administration, Non-Direct, Enrollment & Eligibility, Direct Services, SR Early Care and Education Services, Program Monitoring & Compliance Services, and Quality Services provided under the terms of the resultant contract. The year-end summary report shall be submitted within forty-five (45) calendar days following the end of the resultant contract period and shall include the year-end results of each service component.
   b. Data required for the monthly match report to the ELC no later than fifteen (15) calendar days following the end of each month that includes the total match collected, the applicable match sources that identifies purchasing pool partners and match amounts.
   c. Use the approved statewide data system, the Enhanced Field System (EFS), and/or any other ELC approved data system to meet federal reporting requirements. The Successful Proposer shall use the standardized coding tables when compiling data and reports. The Successful Proposer shall ensure that technology enhancements are made in a manner that conforms to state specifications.
   d. A written annual report according to OEL annual report policy requirement no later than sixty (60) calendar days following the end of the resultant contract period. The report will include back-up documentation of a review of how SR and VPK services, as identified in the resultant contract, were provided including recommendations for improvement where applicable.
   e. Projected Cost Center and Operating Budget including Personnel Detail, funding source and revenue, prior to the start of the resultant contract. The projected budget presentation shall identify the percentage distribution of the Successful Proposer’s resources and shall include common resources between other funding sources and the resultant contract.
   f. A monthly SR, VPK and FACC Utilization/Forecast report to the ELC no later than twenty (20) calendar days following the end of each month. The Utilization report shall include expenditures submitted for reimbursement.
g. The Successful Proposer shall submit quarterly consolidated financial reports of SR, VPK and FACC revenues and expenditures.

2. Eligibility and Enrollment and Payment Services. The Successful Proposer shall submit monthly Eligibility & Enrollment reports within twelve (12) calendar days following the end of each service month.

   a. The Successful Proposer shall complete and submit referral data reports monthly and Network reports quarterly to the ELC within fifteen (15) calendar days following the respective month/quarter being reported.
   b. The Successful Proposer shall submit a monthly staff report within fifteen (15) calendar days following the end of each service month, including the following: changes to the staffing structure; new Contract related hires; the progress of staff attaining level 1 and level 2 CCR&R certifications.
   c. Successful Proposer shall submit quarterly contract performance reports within fifteen (15) calendar days following the end of each service quarter.

4. Miscellaneous. The Successful Proposer shall maintain all information in such a manner that ad-hoc reports may be provided within five (5) business days, if possible, as requested by the ELC. If not possible, the Contractor will respond within two (2) business days with the extent of time needed to complete the request.

5.8 THE PROPOSER’S RESPONSIBILITIES

1. Unique Activities.
   a. The Successful Proposer is solely responsible for the satisfactory performance of the components described in Section 4. By execution of the resulting Contract, the Successful Proposer 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. The Successful Proposer acknowledges its fiscal responsibility for disallowed costs.
   b. The Successful Proposer and the ELC, 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 Successful Proposer shall be knowledgeable of and in full compliance with all state and federal laws, rules and regulations as amended from time to time that do or may affect the subject areas of this Contract including but not limited to, the authorities listed in this RFP. The Successful Proposer shall request technical assistance from the ELC when deemed necessary to facilitate compliance with these authorities. The ELC’s failure to provide such technical assistance does not relieve the Successful Proposer of its responsibilities to ensure compliance with all state and federal laws, rules and regulations or performance under the terms of the Contract.
   d. When it has been notified in writing by the ELC of any noncompliance requiring submission of a corrective action plan, the Successful Proposer shall develop a corrective action plan. Notification by the ELC shall include a time within which the corrective action plan must be submitted, the duration of which shall be no longer than 30 days in the absence of a written agreement allowing a longer time.
   e. The Successful Proposer shall utilize the approved statewide School Readiness/VPK data and reporting system to record, maintain, and report on SR, CCEP, FACC, and VPK Programs. Guidance and requirements for statewide data systems is contained on the Office of Early Learning’s Website.

2. Coordination with Other Providers/Entities.
   a. The Successful Proposer shall provide local comprehensive information and referral service to enable At-Risk and Mandatory parents’ access to community resources as identified in an inventory of parent needs.
   b. The Successful Proposer shall coordinate early education services with other agencies in Broward County that provide similar services (i.e. Head Start, School District, Early Head Start, etc.)
   c. The Successful Proposer agrees to develop a working knowledge of other community social service agencies to facilitate appropriate referrals. The Proposer must delineate in writing how it will collaborate with these agencies to provide comprehensive school readiness services.
   d. The Successful Proposer agrees to be responsible and accountable to perform the services and tasks pursuant to this contract regardless of the failure of other providers or entities.

3. Financial Risk Management Plan. The Successful Proposer shall submit a plan which addresses risk, including but not limited to internal risk (internal fraud/errors/omissions) and external risk (bank failure, ecommerce hacking, etc.). The Proposer’s plan should include traditional forms of risk management, such as purchased
insurance, bonds, as well as measure taken with external relationships (such as treasury management, online resources and security). The ELC requires that the Successful Proposer shall obtain, maintain and submit evidence of certificates of insurance, or evidence of external relationships, as applicable, during the term of the resultant contract.

5.9 ELC RESPONSIBILITIES.
1. ELC Obligations. The ELC shall furnish policies to the Successful Proposer in the areas of specific program requirements as outlined in the approved Plan and the required standards for program quality. The ELC reserves the right to request additional services which support the ELC-approved Plan, VPK requirements, and any subsequent amendments to the Plan, ELC goals and legislative changes as funding permits.
2. ELC Determinations. The ELC reserves the right to make any and all determinations exclusively which it deem necessary to protect the best interests of the program and the families who are served by the ELC either directly or through any one of its Contractors.

5.10 MONITORING REQUIREMENTS. The Successful Proposer shall be monitored quarterly at a minimum on the provisions of the resultant contract, to ensure compliance with the contract terms and conditions and the ELC approved Plan.

SECTION 6: FINANCIAL SPECIFICATIONS

6.1 FINANCIAL CAPACITY OF PROPOSERS
1. Each organization, which submits a Proposal, must be capable of supporting its own operation. The Successful Proposer must be capable of providing additional resources (i.e., in-kind goods and/or services) in supporting the ELC with match requirements. Proposers are to provide tangible evidence, as to whether the organization has:
   a. Adequate financial resources or the ability to obtain them;
   b. Record of integrity, business ethics and fiscal accountability;
   c. Organizational experience, accounting and operational controls.
2. The ELC requires that all Proposers submit evidence, which will demonstrate the Proposer’s capability to operate the services as represented in this RFP without any payments for at least 30 days from initial implementation of the resultant contract. With the initiation of the resultant contract, the Successful Proposer shall ensure that administrative services will be continued for one month in the event that cash flow is disrupted in the normal delay in processing reimbursement payments. The Successful Proposer shall have cash reserves equal to approximately 1/12th final contract slot dollar amount for a one-year period based on the current fiscal year slot budget on hand. This cash flow serves the purpose of ensuring that the Successful Proposer can pay all the child care providers for the first or previous month's child care services in advance of being reimbursed by the ELC.
3. The ELC requires the Successful Proposer to obtain, maintain, and submit evidence during the term of the resultant contract, of appropriate bonding and certificates of insurance. These may include, but are not limited to commercial liability, automotive liability, Workers Compensation, and Fidelity Bonding.
4. The Proposer must submit a financial risk management plan which addresses the following:
   a. Institutional risk
   b. Internal risk
   c. External risk
5. The Proposer must submit the organization’s most recent audited financial statements for the fiscal year end date, preceding this proposal due date. Depending on the level of funding and audit requirements, all applicable auditor reports must be included (i.e. Government Auditing Standards and/or the OMB A-133 Single Audit Act). Each Proposer shall submit any management letter comments and corrective action, if received in connection with these audits.
6. Proposers must demonstrate adequate technology resources, both hardware and software, related to the accounting function. The Proposer must be willing and financially able to adapt and implement systems as may be required by OEL or other funding sources.

6.2 FINANCIAL VIABILITY
1. Guidelines for Successful Proposer responding to the RFP must:
   a. Attach a completed, signed IRS Form W-9
   b. Attach a copy of the most recent financial audit completed by an independent Certified Public Auditor
Accountant (CPA), including single audit and management letters if applicable. The audit should be conducted in accordance with United States generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. This includes the newly issued auditor independence requirements defined by the General Accounting Office as described in the Yellow Book.

c. The most current audit is defined as the audit performed during the last calendar year and must cover the Service Provider’s prior fiscal year end financial statements.

d. Financial Statements and additional financial information must be submitted in conformity with United States Generally Accepted Accounting Principles (GAAP). Additional financial information submitted will NOT be considered if it will cause the financial statements to be out of compliance with GAAP.

e. The financial audit must have an unqualified opinion in order for the Service Provider to move forward in the process.

f. Smaller Successful Proposers (those Successful Proposers with annual revenues less than $500,000) may submit unaudited compiled financial statements prepared by a CPA as described below.

i. If the Service Provider has less than $500,000 in annual revenues; and

ii. The Service Provider’s request is for $500,000 or less. The following guidelines would apply:

   (1) The Service Provider may submit unaudited financial statements that must be compiled by a Florida CPA, regardless of how long the organization has been in existence. An un-audited financial statement includes a Statement of Financial Position, a Statement of Activities, a Cash Flow Statement, and preferably Notes to the Financial Statements.

   (2) A three pronged financial viability tests will be conducted on the submitted unaudited financial statements as described herein.

   (3) If selected for funding, the agency must agree to provide an audit by an independent Florida CPA, 120 days after the end of fiscal year per the Core Contract.

g. All Successful Proposers must demonstrate fiscal solvency, per a three-prong financial viability test utilized by the ELC based on audited financial statements, with an unqualified opinion, or unaudited compiled financial statements.


Successful Proposers’ audited or compiled financial statements, as applicable per Section 5.1-A, will be subjected to the following three prong financial viability tests and are the only source used to gather this information. If any one of the financial viability tests fall below the range, the Reply shall not proceed to the next level for further evaluation and review.

a. The three prong financial viability tests are described below.

i. Current Ratio - (Current Assets divided by Current Liabilities) This test looks at the current assets a Service Provider has which can easily be changed into cash to pay current expenses. The higher the ratio, the easier it is to pay expenses. Current assets are defined as cash, cash equivalents, accounts receivable, prepaid expenses, inventories, and other items of value. Current liabilities include accounts payable, accrued expenses and liabilities, notes payable or short-term borrowings and the current portion of long-term debt. A result over 1 is required to meet an Acceptable rating. A result under 1 is considered a fatal flaw.

ii. Debt Ratio - (Total Liabilities divided by Total Assets) This test indicates the percentage of assets financed by liabilities (Example: purchasing equipment on credit cards without having the funds to pay the credit card bill). The lower the percentage the greater the Service Provider’s financial stability. A fatal flaw would result if the ratio is greater than 1, meaning that the agency is operating with debt rather than cash. Acceptable rating is less than 1.

iii. Working Capital - (Current Assets minus Current Liabilities) This test determines the working capital requirements. The Service Provider is required to have 1/12 of the Contract amount to ensure and maintain ongoing cash flow.

An available established Line of Credit as delineated in the Notes to the Financial Statements may be used in addition to the Working Capital to meet the 1/12 of the proposed contract requirement. However, if a portion from the available line of credit is used to meet the minimum 1/12 of the Proposed Contract, an adjusted Debt Ratio must fall within the above parameters.

For example: If the Proposed Contract is $30 million; the 1/12 requirement equals $2.5 million. If the Service Provider has a Working Capital of $1 million, and an available line of credit of $10 million, the Service Provider may
use $1.5 million to make up the 1/12 proposed contract requirement. However, adjusting the total liabilities with the
new drawdown should not cause the Service Provider to exceed a Debt ratio of greater than 100%.
3. Subsequent Actions.
For those Successful Proposers scoring “Acceptable”, the Reply will be forwarded to the Procurement Committee.
If any one of the financial viability test results falls below the Acceptable threshold, it is considered a Fatal Flaw
and the Reply will not be submitted for further review. The Service Provider will be notified that their Reply failed to meet the financial viability review.

6.3 COST ALLOCATION, ALLOWABLE COSTS AND DISALLOWANCES. The Proposer must submit a cost allocation
plan developed in accordance with Federal and State requirements for ELC approval prior to the execution of a Contract
awarded from this RFP. The plan must describe allocation methodologies used by the Proposer to claim expenditures for reimbursement under a Contract awarded from this RFP. Furthermore, being out of substantial compliance with any one of the performance objectives may be cause for corrective action and/or repayment of disallowed costs.

6.4 INVOICING AND PAYMENT OF INVOICES.
1. The Contract resulting from this RFP will be based, on a Cost Reimbursement method of payment.
Invoices shall be based on actual expenditures. All payments and fiscal matters are made in accordance with the ELC Fiscal Guidelines, attached as Exhibit “F”.
2. The Proposer must utilize ELC approved monthly invoice forms and will submit these properly completed
invoices to the ELC within fourteen (14) calendar days following the end of the month for which reimbursement is being requested and provision of services were made. All invoices must be accompanied by supporting documentation, including the general ledger in the chart of accounts format. Sufficient detail shall be provided to comply with federal and state reporting requirements and pre and post audit requirements, as applicable.
3. Advanced Payments and Prepayments. The Successful Proposer may be authorized to receive advanced funds for the direct services costs of the VPK Program which are reasonably based on the projected cash needs of the Successful Proposer.

6.5 COST APPLICATIONS. The Proposer must submit a financial and services plan as part of this proposal. The financial and services plan shall contain the following elements:
1. A list and description of the variety of services available to children and families that are to be funded.
2. Identification, by funding sources, of the types of services to be provided demonstrating the Proposer has an understanding of the funding sources in the contract.
3. Identification of the program under which services will be provided and a preliminary estimate of the costs associated with each expenditure category.
4. The plan must specifically identify in-kind contributions that the Proposer will apply to the cost of full implementation of services under the Contract.
5. The plan must specifically identify how any required local match requirement will be tracked.
7. Written notice of modifications to the initial financial and services plan must be provided to the ELC prior to:
   a. the selected Proposer changing its manner of service delivery and
   b. when additional service dollars are provided through an amendment of the resultant contract.
8. If the Proposer engages in services and activities that may be similar with Contract services or utilize the same staff for unrelated services, the Proposer will provide documentation demonstrating that the costs supporting such activities are borne by funds other than those allocated by the Contract.

6.6 FUNDING ESTIMATED AMOUNTS. The following are budgetary guidelines to consider when writing your proposal to maximize services to children. Your creativity will demonstrate to the ELC how you will be able to maximize not only the number of children served, but also the quality of those services. Please carefully review and note the maximum non-direct cost allowances for each category as your proposal should include percentages as detailed for each. The budgetary portion of the proposal shall include adequate resources to serve an estimated number of children, based on the estimates as follows:

Child Eligibility Determination, Application Processing, Provider Payments and Slot Utilization Management Services
Estimated Funding Amount.......................................................... $4,363,623
Charges for administrative/indirect services cannot exceed 15% of funding amount.
6.7 PROPOSED BUDGET.
1. The Proposal must include a Contract amount for the service(s) proposed, broken down by programs, line items, and by fiscal year as provided in the Budget, Exhibit C.
2. A budget must be submitted for each fiscal year up to three years.
3. The Proposal must include a line item budget and a thorough budget narrative where necessary, to define and substantiate planned costs utilizing the format included in the Budget, Exhibit C.
4. The Proposal must include a cost allocation plan.

SECTION 7: EVALUATION CRITERIA AND RATING.

7.1 EVALUATION CRITERIA AND RFP SCORING METHODOLOGY. A Procurement Committee and/or an evaluation team composed of a member of the Procurement Committee and subject matter experts (“Evaluation Team”) will be convened by the ELC to assess each Proposer’s response. Each member of the Procurement Committee and/or Evaluation Team will assess Proposals using the RFP Rating Tool in Exhibit “G” which contains criteria and indicators deemed important to this RFP by the ELC. The Procurement Committee and/or Evaluation Team will then convene and hear proposer’s oral presentations, and discuss and assess each Proposal. The Evaluation Team and/or Procurement Committee will then rank the Proposals using the RFP Ranking Tool attached as Exhibit “H”. The RFP Ranking Tool contains evaluation criteria and indicators to assess the Proposer’s response. The Ranking Tool has weighted values relative to the importance assigned to each criteria and indicator by the ELC. The Criteria and indicators will be assessed and be awarded a point value by each Evaluation Team and/or Procurement Committee member present. These points will be added to arrive at a Proposer's total point value for each Evaluation Team and/or Procurement Committee member present. The highest and lowest score for each Proposal will be subtracted from the total and the remaining scores for each Proposal will be averaged to assign one score to each Proposal. The Procurement Committee will then recommend that (one or more of) the highest scoring Proposer be approved by the ELC Board of Directors for negotiations.

Upon authorization by the ELC Board of Directors, the ELC will negotiate with one or more approved Proposers; negotiations shall continue to the satisfaction of the ELC or, if the ELC determines a satisfactory agreement cannot be reached, the ELC may initiate negotiations with the next approved Proposer(s). The ELC reserves the right, at all times during the negotiation process, to negotiate with one or more Proposer at the same time but is under no obligation to do so. The ELC shall have the right at any time during this process to issue a new RFP or other process to seek qualified Proposers for all or part of the services described in this RFP, or to terminate this RFP without entering into an agreement with any Proposer, with no liability to the ELC.

7.2 PROPOSAL EVALUATION PROCESS.
1. RFPs received by the due date and time are publicly opened. Only names of respondents are read at this time.
2. The Procurement Committee and/or Evaluation Team, including subject matter experts, will convene to review and discuss all proposals submitted.
3. The Procurement Committee and/or Evaluation Team will come to consensus based upon the criteria listed in the Evaluation Criteria Section of this Request.
4. The Procurement Committee and/or Evaluation Team will interview any or all proposers and require a formal presentation to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
LIMITATION ON CONTACTING COALITION AND REQUEST for PROPOSALS
AND RECEIPT OF ALL ADDENDA ACKNOWLEDGEMENT

Service Provider Name: _______________________________________________________________

Service Provider Mailing Address: ______________________________________________________

City State Zip: _______________________________________________________________________

Telephone Number: ___________________________________________________________________

Service Provider E-Mail Address: _______________________________________________________

Total number of pages in the Competitive Sealed Reply (not inclusive of Exhibits and Budget): ______
Total number of pages in the Competitive Sealed Reply (inclusive of Exhibits and Budgets): ________

I certify that this RFP is made without prior understanding, agreement or connection with any corporation, firm or person submitting an offer for the same material, supplies, equipment or services and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in full and complete compliance will all requirements of the Request for Proposal, including but not limited to, certification requirements,

I also certify that the Service Provider has complied with RFP entitled: “LIMITATIONS ON CONTACTING EARLY LEARNING COALITION, INC. PERSONNEL, EVALUATION TEAM AND BOARD MEMBERS”

In conducting negotiations with the Early Learning Coalition of Broward County, Inc., Service Provider offers and agrees that if this RFP is accepted, the Service Provider will convey, sell, assign or transfer to the Early Learning Coalition of Broward County, Inc. all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Early Learning Coalition of Broward County, Inc. At the Coalition’s discretion, such assignment shall be made and become effective at the time the Coalition tenders final payment to the Service Provider.

I further certify receipt of the following Addenda to this Request for Proposal (RFP) from the Coalition on the date(s) indicated below:


_______________________________________
Authorized Signature (manual)

_______________________________________
Authorized Signature and Title (typed)

RFP Response # (Assigned by Coalition)________________

ELC 2 EXHIBITS - 022015  28
TITLE PAGE AND FATAL CRITERIA CHECKLIST

Title of Competitive Sealed Reply

Service Provider Name

The Core Component Area to Which this Replies: ELC

Service Provider Contact Person ___________________________ Title ___________________________

Service Provider Address

Telephone __________________ Fax __________________ E-mail __________________

<table>
<thead>
<tr>
<th>FATAL CRITERIA CHECKLIST</th>
<th>SERVICE PROVIDER CHECK ( )</th>
<th>COALITION CHECK ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Was the Competitive Sealed Reply received by the time and date specified in the RFP?</td>
<td></td>
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<tr>
<td>2. Did the Proposer attach a completed, signed IRS Form W-9?</td>
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<td>3. Did the Proposer attach the most recent audit and comply with Section 6.1.5?</td>
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<td>4. Did the Service Provider pass the Financial Viability Tests, as detailed in Section 6.2.2?</td>
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RFP Response Number Assigned by Coalition______________
CONET OF SILENCE

CONET OF SILENCE - LIMITATIONS ON CONTACTING ELC PERSONNEL/OTHERS. Effective as of the issuance of this RFP and ending at the end of the 72-hour period following the posting of the Coalition's Notice of Intended Award, excluding Saturdays, Sundays and state holidays in the calculation of the 72-hour period, respondents to this RFP or persons acting on their behalf may not contact, and/or discuss, with any member of the Coalition’s Board, Executive Committee, Procurement Committee, Evaluation Team or Coalition Staff, any matter that pertains to this RFP, except in writing with the person identified in Section 2.1 of this RFP, or at any publically noticed meetings of the Coalition during which this RFP will be discussed, or as otherwise provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

POINT OF CONTACT. The sole point of contact with the ELC for purposes of this RFP is:

K. Lee Tirpak
Early Learning Coalition of Broward County, Inc.
6301 NW 5th Way, Suite 3400
Ft. Lauderdale, FL 33309
(954) 377-2188
kltirpak@elcbroward.org

I acknowledge receipt of the above statement

_________________________________________  __________________________________
Authorized Signature       Date
STATEMENT OF ASSURANCES AND REPRESENTATIONS

The Proposer assures the following nine (9) itemized requirements and conditions will be met:

1. The Proposer has the ability to provide directly or through another contract, all services described in the applicable core component area of this RFP and resulting Contract.
2. The Service Provider will accept accountability for meeting the outcomes and performance standards established by the Legislature and the Federal Government related to the project described in this RFP.
3. The Proposer will accept responsibility for implementation of transition activities to assure that there is no disruption in client care and services related to School Readiness programs.
4. The Proposer will accept responsibility for all required data collection and reports, including participation in the Enhanced Field System (EFS) and a state approved resource and referral database system, as applicable. In the event the Proposer proposes to utilize a different system, the Proposer agrees that the system will be able to download data to the EFS and state approved resource and referral system, as applicable.
5. The Proposer accepts responsibility for the establishment and maintenance of sufficient Management Information Systems capability to accomplish database coordination as required.
6. The Proposer assures the establishment sufficient working capital, as required, to meet interim expenses and to maintain an ongoing cash flow.
7. The Proposer assures its understanding of Chapter 1002 Florida Statutes, Part VI, and assures the establishment of school readiness services consistent with its provisions.
8. The Proposer assures its understanding of Chapter 1002, Florida Statutes, Part V, and assures the establishment of Voluntary Prekindergarten services consistent with its provisions.
9. The Proposer, prior to Contract approval, must submit to the Coalition for approval a cost allocation plan, which describes allocation methodologies used to claim costs for this Contract. This plan must also include the indirect allocation and rate methodology.

____________________________________________  _____________________________
Authorized Signature                      Date

____________________________________________  _____________________________
Witness                                Date

____________________________________________  _____________________________
Witness                                Date
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS AND SUBCONTRACTS
(for contracts including over $25,000 in Federal funds)

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

INSTRUCTIONS

1. Each Contractor whose contract/subcontract equals or exceeds $25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, Contractors who audit federal programs must also sign, regardless of the contract amount. The Early Learning Coalition of Broward County, Inc. cannot contract with these Contractors if they are debarred or suspended by the federal government.

2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

3. The Contractor shall provide immediate written notice to the contract manager at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.

5. The Contractor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.

6. The Contractor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract whose payment will equal or exceed $25,000 in federal monies, to submit a signed copy of this certification.

7. The Early Learning Coalition of Broward County, Inc. may rely upon a certification of the Contractor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

8. This signed certification must be kept in the contract manager’s file. Subcontractor’s certifications must be kept at the Contractor’s business location.

CERTIFICATION

1. The prospective Contractor certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

2. The prospective Contractor certifies, by signing this certification, that it is not ineligible for award pursuant to Section 287.133 (Public Entity Crime) and/or Section 287.134 (Discriminatory Service Provider), Florida Statutes.

3. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective provided shall attach an explanation to this certification.

___________________________________  __________________________
Signature                                  Date

__________________________________  __________________________
Name                                     Title
SWORN STATEMENT UNDER SECTION 287.133(3), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

by

[print individual’s name and title]

for

[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

[If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:]

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding
contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

______________________________

[signature]

Sworn to and subscribed before me this __________________________ day of __________________________, 20___.

Personally known ______________________________

OR Produced identification ___________________________ Notary Public - State of __________________________

______________________________ My commission expires ________________

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)
Non-Discrimination and Harassment-Free Workplace

The Proposer, as certified herein, 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, age, religion, or gender. The Proposer shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Proposer agrees to insert a similar provision in all subcontracts that shall meet the requirements as set forth in Public Law 105-220, Section 188.

I agree to the statement above

_______________________________________  ___________________________________________
Authorized Signature                          Date
CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

In accordance with s. 216.347, F.S., the disbursement of grants and aids appropriations for lobbying is prohibited. Department of Education (DOE) may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the legislature, the judicial branch or a state agency. The provisions of this Form are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes.

The undersigned, as a duly authorized representative of the Proposer, certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, 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.

If any funds other than Federal appropriated funds have been paid or will be paid by the Proposer to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The Proposer shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients or subcontractors 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 31 U.S.C. 1352. 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.

______________________________________________ ___________________________________________
Authorized Signature    Date
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Pursuant to the Drug-Free Workplace Act of 1988: 29 C.F.R. Part 9476, Subpart F. Sections 94.210,
94.205(c)(2)76.630(c) and (d)(2) and 94.22576.645(a)(1) and (b), the Proposer, through the duly appointed undersigned
representative, attests and certifies that the Proposer will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use
of a controlled substance is prohibited in the Proposer’s workplace and specifying the actions that will be taken against
employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
   a. The dangers of drug abuse in the workplace.
   b. The policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation and employee assistance programs.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of
the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the
Agreement, the employee will:
   a. Abide by the terms of the statement.
   b. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the
      workplace no later than five (5) calendar days after such conviction.

5. Notifying the Coalition in writing within ten (10) calendar days after receiving notice under subparagraph 4.b. from an
employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees,
including position title, to every contract officer on whose contract activity the convicted employee was working. The
notice shall include the identification number(s) of each affected contract.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with
respect to any employee who is so convicted.
   a. 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.
   b. 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.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire
certification.

I acknowledge receipt of the statement above

________________________________________  _____________________________________
Authorized Signature     Date
STATEMENT OF NO INVOLVEMENT
PURSUANT TO SECTION 287.057(17), FLORIDA STATUTES

I, ____________________________________________, as an authorized representative of ____________________________________________, certify that no member of this firm nor any person having interest in this firm has been awarded a Contract by the Early Learning Coalition of Broward County, Inc., as discussed in Section 287.057(17), Florida Statutes, on a noncompetitive basis to:

(1) Perform a feasibility study concerning the potential implementation of the subsequent contract to be awarded under this RFP;
(2) Participate in the drafting to develop this RFP; or
(3) Develop a program for future implementation regarding this RFP.

________________________________________                  __________________________
Signature of Authorized Official                  Date
INSTRUCTIONS

UNIFORM BUDGET APPLICATION

BUDGET FORMS ARE INCLUDED ON CD FOR SERVICE PROVIDERS’ CONVENIENCE AND THE COALITION WEBPAGE (www@ELCBROWARD.ORG); FINAL HARD COPIES AS WELL AS THE REQUIRED ELECTRONIC COPY IN MICROSOFT WORD AND EXCEL FORMAT ARE TO BE INCLUDED WITH EACH REPLY.
INSTRUCTIONS

(I) COVER SHEET: Fill in the blocks as labeled. In the first block enter the Coalition’s name and in the following block enter the funding period July 1st – June 30th.

Provide Service Provider name, address, telephone number and fax number. Include the name and telephone number of the person responsible for the document’s preparation and date of submission.

The Budget Application must have an authorized signature.

(II) BUDGET FORMS: There are three sections to the Uniform Budget Forms. They are referred to as Form A, A-1, and A-2.

The Uniform Budget Application is organized from the specific to the general. Form A is the most specific, asking for program level narrative and amounts being requested from the Early Learning Coalition of Broward County, Inc.

Form A is the Individual Program Budget Narrative which accommodates the provision for budget detail on a program level for the Early Learning Coalition of Broward County, Inc. funding. Form A-2 is the Personnel Budget Narrative as it relates to Early Learning Coalition of Broward County, Inc. funding.

Form A-1 is the Individual Program Budget by Funding Source, including sources other than Early Learning Coalition of Broward County, Inc. Information is to be presented by funding source and each column should be titled by the preparer with the program’s various funding sources. Transfer information from Form A to a column for Early Learning Coalition of Broward County, Inc. on Form A-1.

ALL FINANCIAL INFORMATION SHOULD BE ROUNDED TO THE NEAREST DOLLAR THROUGHOUT THIS REPLY
Detailed Instructions

FORM A: PROGRAM BUDGET NARRATIVE Complete a separate Program Budget Narrative for each Core Service Area to which a Reply is being made. This information is to be supplied on the program level and completed on each program for which funding is requested from the Funder named at the top of the form. Fill in the columns and rows as labeled. The first column allows space for narrative explanation/compilation. The column entitled “Requested Amount” is asking only for the amount requested from the Early Learning Coalition of Broward County, Inc. (ELC) noted on the line at the top of the form, not for all sources.

REVENUES

Enter the Funder name; the Service Provider name; the Program name; and the year ending for which funds are being requested on each page of Form A.

Line Items #4001-4060: Identify the amount being requested from ELC Broward under the column entitled “Requested Amount” in the row appropriate to ELC Broward. Definitions of each of the revenue categories are provided as an Attachment entitled Definitions.

(Dollars generated from fees, contributions, etc. as a result of ELC BROWARD funding should be noted in the column designated for ELC BROWARD on the appropriate line.)

TOTAL REVENUE: In this row, present the total amount requested from ELC BROWARD for the program, both of which are identified at the top of the form.

EXPENSES

Enter the amount being requested from ELC BROWARD in the column to the right, “Requested Amount”.

Line Item #5001 Salaries This section contains two line items for regular and overtime salaries and represent the Sub-Total Salaries amount shown on Form A-2 column 10.

Line Items #5005-5040 Employee Benefits
For each of the five employee benefit line items listed please show the computation of the expense being requested from ELC Broward.

a) FICA - Multiply the FICA rate of 7.65% X the total taxable salaries being charged to the Funder as determined on Budget Form A, page 1, Sub-Total Salaries. For example: Formula: 7.65 X total salaries

b) Florida Unemployment Compensation - Multiply the taxable salary amount for each position (in most Service Providers this will be the first $7,000 of annual taxable salary) X the Service Provider’s unemployment compensation rate X the percentage of the position being charged to ELC Broward. For example: Formula: taxable salary X unemployment rate X ELC Broward %.

If your Service
Provider is on a claims made basis, estimate the amount and provide an explanation in the narrative.

c) Worker’s Compensation - Apply the rates established by the Service Provider’s insurance carrier for its various classifications of employees to the salaries being charged to ELC Broward.

d) Calculate the amount of insurance to be paid for each position to be charged to the funder. Multiply the Service Provider’s projected premiums per employee X the number of months the employee will be eligible for coverage X the % of the expense to be charged to ELC Broward. The % of the expense to be charged to ELC Broward should coincide with the % of the salary being charged to ELC Broward. Formula: monthly premiums X months X ELC Broward % X # positions

e) Retirement - Multiply the Service Provider’s projected contribution rate as determined by the plan provider X the salary for each eligible employee X the percentage of salary for each employee that is being charged to ELC Broward. Formula: Service Provider contribution X salaries X ELC Broward %

f) Other - Calculate the amount of additional benefit as determined by the organizations Benefit Plan, to be paid for each position charged to ELC BROWARD. Multiply the Service Provider’s projected contribution per employee X the number of months the employee was/will be eligible for this benefit X the % of the expense to be charged to ELC BROWARD. The % of the expense to be charged to ELC BROWARD should coincide with the % of the salary being charged to ELC BROWARD. Formula: Service Provider contribution X salaries X ELC BROWARD %

The sum of the expenses determined for each of the employee benefit items is to be entered on the Sub-Total when added to the Sub-Total for salaries will result in the Sub-Total for Salaries and Benefits.

**Line Item #5100 Staff Development**
This section contains two line items of cost associated with staff development that includes registration for conferences, trainings, and tuition reimbursement.

**Line Item #6000 Professional Services**
This section contains six line items of costs associated with services associated with audit, accounting, information technology, temporary employment, repair and maintenance, printing and reproduction, and other professional services.

Other professional services include payments for other contracted services including payroll processing. Other examples include hiring individuals or companies to perform in the field assessments, surveys or other short-term tasks via a vendor contract.

**Line Item #6050 Direct Services – Child Care**
Provider payments associated with child care costs.
**Line Item #7001 Occupancy**
This section contains three line items of costs associated with facility and storage rental, utilities, and building maintenance for all budgeted space to be used by the proposed program. If the Proposer has more than one location, each location should be listed separately and should indicate the space provided whether or not the Service Provider owns or is purchasing the space.

a) For property that is leased use the following formula: Number of square feet × monthly rate × the number of months, space is to be rented. If utilities are included in the lease amount, indicate this under this line item - e.g. Building Space (includes utilities).

b) For property that is owned place the depreciation amount as calculated under GAP. Do not include mortgage payments in this category.

c) Utilities (Power/Water/Gas) include costs not included in rental costs and should be identified by location.

**Line Item #7051 Postage, Freight, Delivery**
Payment for postage, overnight and next-day delivery, payment for P.O. boxes, freight costs that do not have a fixed asset capitalization.

**Line Item #7101 Rental – Office Equipment**
Payment for rental of such items as copiers, postal machine and other office equipment and vehicles when not rented in conjunction with travel.

**Line Item #7151 Supplies and Office Expense Items**
Costs associated with office supplies and program supplies. Also includes payments for desks, bookcases, filing cabinets with a functional unit cost equal to or less than $1,000 that the organization has not capitalized. Replacement keyboards, mouse or other computer related peripheral hardware that is not capitalized. Supplies used by the program’s employees in the achievement of their objectives are considered program supplies.

**Line Item #7201 Communications/Utilities**
Cost associated with telephones, cellular telephones and Internet services.

a) Telephone related costs should be subdivided as follows:

1. Installation and other one-time expenses.
2. Monthly service costs.
3. Long distance charges.
4. Cell phones

**Line Item #7250 Insurance** This section contains five categories:
Payment for Directors and Officers (D & O) insurance, automobile insurance, general liability insurance, worker compensation insurance, and other insurance.
**Line Item #7300 Tangible Personal Property** This section contains two categories:
Costs associated with equipment, fixtures, other tangible personal property with a functional unit cost equal to or greater than $1,000 and equipment with a functional unit cost less than $1,000.

**Line Item #7400 Quality** This section contains six categories for costs associated with the following:

a) Payments for materials related to performance standards, screenings, assessments and curriculum. Also includes classroom materials.

b) Materials purchased for training. Allowable costs includes - reasonable rental fees for facilities for training.

c) Payment for allowable consumer education and outreach materials.

d) Payment for scholarships, stipends, continuing educational units and other training to early learning providers for professional development.

e) Payment for education based salary supplements to early childhood teachers working with the children ages birth to five.

**Line Item #7500 Travel** This category is divided into three categories:

Cost associated with the reimbursement of employees for the cost of using their personnel automobiles for Service Provider related business. To calculate this expense, show by position or group of positions, the number of miles traveled monthly, the Reimbursement rate per mile, the number of months in which travel will occur and the number of persons traveling.

Transportation relates to the cost of transporting clients to enable them to; a) attend the program on a reoccurring basis; or b) to participate in program activities. For this type of expense provide detail as to the transportation costs covered and the calculation of amounts.

Also relates to the costs of attending in-state and out-of-state conferences. For this expense, show the position or category of positions, destination charges, per diem rates times the number of days and charges per trip.

**Line Item #7600 Other Expenses** These items represent costs necessary to the program’s operation that cannot be classified under any of the previously identified cost categories. This category covers any expenses not specifically provided elsewhere. Please provide a description for items included in this line item in the narrative.

**Line Item #9001 Depreciation**

**Line Item #9100 Indirect Cost**
Indirect costs are the Service Provider's fixed operating costs, a portion of which can be appropriately
allocated to the funded program. These costs will be approved for those programs that do not budget for general administrative operating costs under any other line items, as explained in Definitions.

FORM A-1: INDIVIDUAL PROGRAM BUDGET BY FUNDING SOURCES

On each page of Form A-1, enter the Program name; the Service Provider name; and the Funding Period. Identify the specific funding sources for that program in the first row of the columns numbered (2) - (8). If there are more than seven (7) funding sources additional copies will be necessary and should be numbered accordingly. The last column before total should be entitled Other to include fund raising; contributions/legacies/bequests; membership dues; program service fees (including Medicaid)/sales to public; investment income, in-kind; and miscellaneous.

Unlike Form A, all revenues, i.e. funding sources and expenses for the program, should be represented on Form A-1.

REVENUES

Line Items #4001-4060 Enter all revenues from all sources for the program identified in the appropriate source row and category column.
(Dollars generated from fees, contributions, etc., as a result of Early Learning Coalition of Broward County, Inc. funding should be noted in the column designated for ELC BROWARD on the appropriate line.)

TOTAL REVENUE: Total each column. Column (5) and row entitled “TOTAL REVENUE” represents the total revenues for the identified program.

EXPENSES
For each expenditure category for the identified program, enter the amount that is derived from the sources noted in the columns (1) - (4).

Should equal the sum of the expenses from each source. Column (5) represents the total expenditures for the identified program from all sources.

FORM A-2: PERSONNEL BUDGET NARRATIVE

- **INCLUDE AN ORGANIZATIONAL CHART DEPICTING HOW THE PROJECT STAFF WILL RELATE TO ONE ANOTHER AND FIT INTO THE ORGANIZATIONAL STRUCTURE AS A WHOLE**

- **INCLUDE BRIEF JOB DESCRIPTIONS FOR ALL STAFF WHO WILL HAVE SOME OR ALL OF THEIR SALARIES SUPPORTED BY THIS BUDGET**
Fill in the columns as labeled. The sum of the amounts appearing in column (9) are to represent the amount requested from the Funder identified at the top of the form.

A. **Salaries** - For each program position related to the program, enter the information requested in each column:

1. **Personnel-Position title** (should be the same as that appearing in the program organization chart and the job description); and the name of individual occupying the position (if known);

2. **Percent of Time** - Percent of time this position is allocated to this program;

3. **Agency Salary** - Total annual salary for the position paid by the Service Provider, if that rate changes within the effective dates, note both salaries in the row under column (3) and proceed accordingly;

4. **Effective Dates** - Dates within the funding period that the position will be paid at that salary rate; i.e. a new employee may not be funded from day one, because they aren’t hired yet. Plus this serves as a place to note raises that occur during the projects FY. I.E. one rate for 6 months and a raise is given on the anniversary date for another rate for the remaining 6 months. Meshes with #6 below.

5. **Number of Pay Periods** - Number of pay periods that occur between the effective dates stated (example: Weekly pay periods = 52; monthly pay periods = 12);

6. **Salary Per PP** - Amount of salary per pay period;

7. **Percent of Total Salary** - The % of the total program salary for that position that the Funder is supporting.

8. **Amount** - This column represents the amount obtained by the formula (% of time) X (number of pay periods) X (the salary per pay period) X (Funder % of salary) = the Funder amount for the position.

9. **Total** - The Total column represents the figure obtained by totaling the amount in column (5). This will be the same as column (5) unless the salary changes within the effective dates and therefore, there are two figures in that column (5) block.

The amount representing the “Total Salaries” in Column (5) must match the amount appearing on Form A, Line Item #12 Salaries, Column (2), “Requested Amount”.
DEFINITIONS

REVENUES:

Funds from Government Sources:
All support or other revenue received from governmental sources such as purchase-of-service fees, contract payments, research or other grants. Funds which originate from County government should be noted as Broward County-BCC. Funds which originate from Federal government through Broward County should be noted as Federal, for example, Ryan White Title I would be noted as Federal and specified accordingly. Emergency Food & Shelter (FEMA) dollars should be listed under Federal not United Way.

Funds coming from Department of Children and Families should be noted as DCF regardless of origination of dollars. Government sources include Federal, DCF, ELC Broward, Children’s Services Council, the School District and municipalities.

United Way of Broward County
All allocations from United Way of Broward County and requests distributed across programs.

Other United Ways
Other allocations/grants received from United Ways other than Broward County (e.g., United Way of Palm Beach County, United Way of Dade County, etc.)

Foundations
All grant support or other revenue from foundation sources.

Other Grants
Other grants that do not come from governmental sources, foundations, or United Ways.

Fund Raising
Reflects support and incidental revenue derived from all of an Service Provider’s fund raising events, contributions from auxiliaries, circles, guilds and other organizations closely associated with the reporting Service Provider.

Contributions, Legacies & Bequests
A contribution received directly from individual donors and organizations, including corporations and trusts, and not resulting from a federated fund raising campaign. This category includes client contributions.

Membership Dues
Amounts received by an Service Provider for personal memberships that provide for direct, private benefits to the member such as use of Service Provider recreational facilities or use of consulting services.

Program Service Fees/Sales to Public
Fees received for program services including donations accepted upon receipt of services, third party
payments for services (including Medicaid), net revenue collected from participants in outings or activities.

**Investment/Income**
Interest, dividends, rentals, and royalties on any type of investment. Investment income of an Endowment Fund, unless restricted to a specific purpose by terms of the gift instrument, should be included in this line item.

**In-Kind**
Goods and services donated at no cost to the Service Provider. The value assigned to these items reflects the existing market price for them (e.g., Teacher provided by the School District $50 X 200 hours = $10,000; Building space $12/sq. X 100 sq. ft. = 1200). [These in-kind revenues will then be expensed out in the appropriate category (e.g., in-kind Teacher under salaries; in-kind Building Space under Building/Occupancy)].

**Miscellaneous Revenue**
Support or revenue which is not reportable in another classification. This may include refunds from previous year expenses, sale of assets, etc.

**EXPENDITURES:**

**Salaries**
Salaries paid for administrative/program services.

**FICA**
Multiply the FICA rate X the total taxable salaries.

**Florida Unemployment Compensation**
Multiply the taxable salary amount for each position (in most Service Providers this will be the first $7,000 of annual taxable salary) the Service Provider’s unemployment compensation rate. If on a claims made basis, provide estimate of this amount.

**Worker’s Compensation**
Apply the rates established by the Service Provider’s insurance carriers for its various classifications of employees to the salaries paid.

**Health Plan**
List the amount of insurance paid for all positions. Multiply the Service Provider’s projected premiums per employee X the number of months the employee was/will be eligible for coverage.

**Retirement**
Multiply the Service Provider’s projected contribution rate as determined by the plan provider X the salary for each eligible employee.
Other
List other benefits not previously stated. Multiply the Service Provider’s projected contributions per employee X the number of months the employee was/will be eligible for this benefit.

General Travel/Transportation
Costs related to travel and transportation of staff and volunteers required to do their jobs, including mileage allowances, local bus and cab fares, expenses related to operating Service Provider-owned or leased vehicles (except insurance). Also, costs of hotels, meals and other expenses related to travel and transportation of Service Provider staff and volunteer but not related to conferences or training. (In accordance with FL Statutes)

Conferences/Registration/Related Travel
Costs related to attending meetings relevant to a Service Provider’s activities or staff and volunteer training. Include related travel expenses, registration fees, etc. (In accordance with FL Statutes)

Occupancy
Costs for all budgeted space to be used for Service Provider/program activities. Do not include maintenance costs or utilities unless they are part of the rent/lease arrangement. If the building is owned, identify depreciation cost as calculated under GAP. Mortgage payments are not to be included in this category.

Communications/Utilities
Telephone, postage and utilities are included in this category.

Telephone Related costs should include installation and other one-time expenses, monthly service costs, long distance charges, and cell phone charges.

Postage & Shipping Includes postage, charges for mailing equipment, rental and service contracts, air delivery services/UPS, and charges for permits required by the Postmaster.

Utilities Includes any utility costs not included in rental/lease costs, including electricity, gas, water and sewer bills.

Supplies
All supplies and materials used by the Service Provider. This includes office supplies, housekeeping supplies, and program supplies such as recreational and craft supplies.

Direct Services – Child Care
Cost of child care slots.

Professional Fees
Fees and expenses for professional practitioners, technical consultants, or semi-professional technicians who are not employees of the Service Provider and are engaged as independent contractors
for specified services on a fee or other individual contract basis. Includes auditing, accounting and legal services.

Printing
Costs related to the printing and production of Service Provider advertising, art work, photographs, leaflets, films, etc.

Insurance
Costs of insurance accept payroll-related (worker’s compensation, disability and unemployment). Includes cost of insurance for property, general liability, doctor/officer liability, vehicle, etc. (specify types)

Tangible Personal Property
Equipment is defined as property costing $1,000 or more per item which has a useful life of one year or more and generally consists of furniture and equipment.

Equipment/Rental Maintenance
Costs for renting and maintaining equipment such as copiers, typewriters, computers. Do not include costs related to vehicles.

Building Maintenance
Costs for building maintenance such as cleaning, landscaping, and repairs not included as capital improvements.

Dues and Subscriptions
Amounts paid or payable for a bona fide membership in other organizations that provide benefits such as regular services, publications, materials, etc., in return. Also includes costs for purchased publications, technical journals, books, pamphlets, etc. Does not include dues or support payments to national “parent” organizations.

Training and Development
Local workshops, seminars and other educational activities.

Food
Food and beverages purchased for use in Service Provider food service or programs.

Sponsored Events
Costs for meeting space, meals, equipment rental, programs, badges, related printing costs, speaker’s honoraria and expenses, registration fees, etc.

Awards and Gifts
Amounts paid or committed to individuals or organizations for support of research or for fellowship, scholarship or other health or welfare program.

Payments to Affiliated Organizations
Amounts paid or payable by a chapter or member to its state or national parent organization (e.g., dues
or quota-based support).

**Miscellaneous Expense**
Expenses which are not reportable in another classification. Examples may include recruitment of advertising, marketing, moving expenses, etc.

**Indirect Expense**
All organizations, whether commercial, governmental or not-for-profit, conduct a variety of activities which are not identifiable with any one of their programs but are indispensable to the conduct of all of them and to the organization’s existence. Examples include: general board, committee or stall meetings, executive direction and corporate planning, office management, corporate legal services, personnel procurement, accounting, auditing, etc. However, when any of the above activities can be reasonably identified as part of a specific program, the expenses should be charged to the program benefited.
# BUDGET APPLICATION

**Full Name of Funder**

**Early Learning Coalition of Broward County, Inc.**

**Funding Period:**

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<thead>
<tr>
<th>From:</th>
<th>To:</th>
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<table>
<thead>
<tr>
<th>Full Legal Name of Agency</th>
<th>Local Address of Agency</th>
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<tbody>
<tr>
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<th>Telephone Number</th>
<th>Fax Number</th>
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**PREPARED BY**

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<tr>
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<th>Typed Name and Title</th>
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<table>
<thead>
<tr>
<th>Date Submitted</th>
<th>Telephone Number</th>
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**AUTHORIZED SIGNATURE**

<table>
<thead>
<tr>
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<th>Title</th>
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<table>
<thead>
<tr>
<th>Typed Name</th>
<th>Date</th>
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<tr>
<td>REVENUES</td>
<td>BUDGET AMOUNT</td>
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<tr>
<td>-------------------------------------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td><strong>4000 Contracts, Grants and Other Financial Assistance</strong></td>
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</tr>
<tr>
<td>4001 Contracts, Grants - State and Federal</td>
<td>$ -</td>
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<td>4010 Contracts, Grants - Local</td>
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<tr>
<td>4020 Contracts, Grants - Other</td>
<td>-</td>
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<td>4050 Gifts, Donations and Pledges</td>
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<td>4060 In-Kind</td>
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<td><strong>Total Revenue</strong></td>
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### FORM A: INDIVIDUAL PROGRAM BUDGET NARRATIVE
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

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<tr>
<th>Vendor Name:</th>
<th>Fiscal Year Ending:</th>
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<tr>
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<tr>
<td>Program Name:</td>
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#### EXPENDITURES

<table>
<thead>
<tr>
<th>Category</th>
<th>BUDGET AMOUNT</th>
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<tr>
<td><strong>5000 Employee Provided Salaries and Benefits</strong></td>
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<tr>
<td>5001 Regular Salary</td>
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<tr>
<td>5001 Overtime Salary</td>
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<td><strong>5000 Total Salaries</strong></td>
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<tr>
<td><strong>Employee Benefits</strong></td>
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<tr>
<td>5005 Payroll Taxes</td>
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<td>5007 Benefits - Reemployment</td>
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<td>5010 Health</td>
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<tr>
<td>5020 Retirement</td>
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<tr>
<td>5030 Life and Disability, Other Benefits</td>
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<tr>
<td>5040 Other Benefits</td>
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<tr>
<td><strong>Total Employee Benefits</strong></td>
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<tr>
<td><strong>5000 Total Salaries / Benefits</strong></td>
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<td>Code</td>
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<tr>
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<td>Rental - Office Space</td>
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<td>7002</td>
<td>Utilities</td>
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<td>Building Maintenance</td>
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<td>Total Occupancy</td>
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<td>7150</td>
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<td>Office Supplies and Office Expense Items</td>
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<td>Insurance (D &amp; O)</td>
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<td>Insurance (Automobile)</td>
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<td>7260</td>
<td>Insurance (General Liability)</td>
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<td>Wage Incentives</td>
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<td>7500 Travel</td>
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<td>7601 Bank Fees</td>
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<td>7605 Application Software and Licenses and Support</td>
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<td>7610 Web Service/hosting, support, back-up services and maintenance</td>
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<td>7615 Other employee related expenditures</td>
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<td>7625 Taxes, Licenses and fees</td>
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<td>7630 In-Kind expenditure</td>
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<tr>
<td>7635 Miscellaneous/other current charges</td>
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<td>7600 Total Other Expenses</td>
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<td>9000 Depreciation</td>
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ALL FINANCIAL INFORMATION ROUNDED TO NEAREST DOLLAR
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<tr>
<td>4001 Contracts, Grants - State and Federal Early Learning Coalition of Broward County, Inc.</td>
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<td>4020 Contracts, Grants - Other</td>
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<td>4050 Gifts, Donations and Pledges</td>
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<td>4060 In-Kind</td>
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<td>Total Revenue</td>
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## FORM A-1: INDIVIDUAL PROGRAM BUDGET
### BY FUNDING SOURCES

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Program Name: 0

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<td>VPK</td>
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### EXPENDITURES

#### Employee Provided Salaries and Benefits

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<th>Regular Salary</th>
<th>$</th>
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<td>Overtime Salary</td>
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#### Employee Benefits

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<td>5010</td>
<td>Health</td>
<td>-</td>
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<td>Retirement</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5030</td>
<td>Life and Disability, Other Benefits</td>
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<td>-</td>
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<tr>
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<td>Other Benefits</td>
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#### Total Employee Benefits

| 5000 | Total Salaries / Benefits | - | - | - |

#### Staff Development

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<th>Staff Development</th>
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<tr>
<td>5105</td>
<td>Tuition Reimbursement</td>
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#### Total Staff Development

| 5100 | Total Staff Development | - | - | - | - | - | - | - | - |
## FORM A-1: INDIVIDUAL PROGRAM BUDGET BY FUNDING SOURCES

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<thead>
<tr>
<th>Vendor Name:</th>
<th>Proposed Budget for FY Ending:</th>
<th>Program Name:</th>
<th>January 0, 1900</th>
</tr>
</thead>
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<td>6030 Repair and Maintenance</td>
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<td>7001 Rental - Office Space</td>
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<tr>
<td>7002 Utilities</td>
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<td>7101 Rental - Office Equipment</td>
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<tr>
<td>7151 Office Supplies and Office Items</td>
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### FORM A-1: INDIVIDUAL PROGRAM BUDGET
#### BY FUNDING SOURCES

<table>
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<tr>
<th>Vendor Name:</th>
<th>0</th>
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<tbody>
<tr>
<td>Program Name:</td>
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**Proposed Budget for FY Ending:**

<table>
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**January 0, 1900**

<table>
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<tr>
<th>7250</th>
<th>Insurance</th>
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<tbody>
<tr>
<td>7251</td>
<td>Insurance (D &amp; O)</td>
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<tr>
<td>7255</td>
<td>Insurance (Automobile)</td>
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<tr>
<td>7260</td>
<td>Insurance (General Liability)</td>
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<tr>
<td>7265</td>
<td>Insurance (Workers Compensation)</td>
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<td>7275</td>
<td>Insurance (Other)</td>
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<th>7300</th>
<th>Tangible Personal Property</th>
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<tr>
<td>7301</td>
<td>Equipment &gt; $1,000</td>
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<tr>
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<td>Equipment &lt; $1,000</td>
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<table>
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<table>
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<tr>
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<th>Quality</th>
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<tr>
<td>7401</td>
<td>Quality and Classroom materials</td>
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<tr>
<td>7405</td>
<td>Training materials and space</td>
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<tr>
<td>7410</td>
<td>Consumer Education and Outreach Materials</td>
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<tr>
<td>7415</td>
<td>Grants to Providers</td>
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<tr>
<td>7420</td>
<td>Scholarships &amp; Education Opportunities</td>
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<td>7425</td>
<td>Wage Incentives</td>
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# Form A-1: Individual Program Budget

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**Program Name:** 0  
**Proposed Budget for FY Ending:** January 0, 1900  
**1/0/1900**

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<td>7505</td>
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<td>7510</td>
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<tr>
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<td>7605</td>
<td>Software and Licenses and Support</td>
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<td>IT/Web /hosting, support, back-up and maintenance</td>
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<td>Other employee related expenditures</td>
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<td>7635</td>
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**Total Expenditures:** $ - $ - $ - $ - $ - $

**All Financial Information Rounded to Nearest Dollar**
FORM A-2: PERSONNEL BUDGET NARRATIVE
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: 0
Program Name: 0
Proposed Budget for FY Ending: January 0, 1900

Note: Use additional sheets if necessary.

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<th>% OF TIME</th>
<th>Vendor</th>
<th>DATES</th>
<th>NUMBER OF PAY PERIODS</th>
<th>SALARY / PP</th>
<th>% OF TOTAL SALARY</th>
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<td></td>
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<td>TO</td>
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<td>$</td>
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<td>$</td>
<td>0.0%</td>
<td>$</td>
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<td>7/12/2015 6/30/2016</td>
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<td>26</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
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<td>7/12/2015 6/30/2016</td>
<td>26</td>
<td>-</td>
<td>0.0%</td>
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<td>-</td>
</tr>
<tr>
<td>7/12/2015 6/30/2016</td>
<td>26</td>
<td>-</td>
<td>7/12/2015 6/30/2016</td>
<td>26</td>
<td>-</td>
<td>0.0%</td>
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</tr>
<tr>
<td>7/12/2015 6/30/2016</td>
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<td>0.0%</td>
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<td>0.0%</td>
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<td>0.0%</td>
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</table>

Total Salaries 0.00

(Figures should match Exhibit A, Exhibit A-1)
Financially Assisted Child Care Program Overview  
Funded by Children’s Service Council of Broward County

General Operating Information

All child care services funded through the Financially Assisted Child Care (FACC) contract between the Children’s Service Council of Broward County (CSC) and the Early Learning Coalition of Broward County, Inc. (ELC) shall be provided to children ages birth through 5 (not yet in Kindergarten) who meet specified eligibility requirements set forth in Section 1002.87, Florida Statutes. Additionally, children whose parents are unemployed for more than 60 days will receive child care while their families continue to seek and gain employment.

The successful Proposer shall ensure One-E-App is available for clients and assistance is provided to complete the One-E-App applications. One-E-App is an electronic common eligibility and enrollment platform for Broward County individuals and families to access vital health and human services from multiple Federal, State, and County programs using a single streamlined application form. One-E-App enables instant submission of electronic applications for Medicaid, SNAP and TANF to the Department of Children and Families and screens for a wide range of additional services that can ultimately help improve the overall health status, well-being, and stability of the underinsured and underserved throughout Broward County. Organizations using One-E-App have seen significant benefits such as increases in efficiency and reductions in service duplication. By using a single streamlined application, individuals and families no longer need to travel to different agencies and locations to enroll in these services. Many times One-E-App consumers are made aware of, and often enrolled in, programs they never knew about or knew they were eligible for.

The successful Proposer shall serve a minimum of 1,152 children from families receiving financial assistance from the Financially Assisted Child Care funds. This number is based upon an average cost per child per year of $4,451, used to account for projections of need and eligibility for the range of child care services provided, and the ability to assess and collect parent fees which provide additional revenue. The successful Proposer shall also report monthly to the ELC the actual numbers of unduplicated children served with CSC matching Child Care Executive Partnership (“CCEP”) funds. All eligible families shall be assessed using a sliding fee scale for child care. Payments by parents/guardians shall be collected by the successful Proposer in accordance with State policies and procedures.

The successful Proposer shall only utilize legally operating child care providers that meet at least one of the following criteria, unless the Office of Early Learning dollars will be forfeited, in which case other licensed providers may provide child care services:

- Accredited by the National Association for Education for Young Children (“NAEYC”), National Accreditation Commission for Early Care and Education (“NAC”), Accredited Professional Preschool Learning Environment (“APPLE”), or Council on Accreditation (“COA”).
- Rated 3, 4, or 5 Stars in the Broward County Child Care Quality Rating Program;
- Participating in the Children’s Services Council of Broward Positive Behavior Support (“PBS”) Initiative; or
- Participated in the Family Central, Inc. Community for Quality Early Learning and Literacy (“C-QuELL”) initiative.

The successful Proposer shall monitor child care attendance, number of filled slots and number of units provided on a monthly basis to ensure an appropriate number of children and families are served. Waiting list information shall be maintained on a monthly basis and reported to the ELC monthly.

Eligible Children also include:

1) Children of low income families (working poor) who are not adjudicated dependent or TANF eligible, and
2) Children who are dependent, children under State protective supervision and children eligible for child care under Temporary Assistance for Needy Families (TANF)
3) Children who participate in a CSC recognized diversion program (as defined in section 1002.81(b) of Florida Statutes) longer than the allowable 6 month period with an authorized referral from the Diversion Program.

The successful Proposer shall report annually the eligibility status of each child served and funds expended per eligibility category.

Reimbursement:

Reimbursement shall be authorized for no more than three (3) absences per calendar month per child except in the event of extraordinary circumstances. In those cases, the successful Proposer shall provide written approval for payment based on written documentation provided by the parent justifying the excessive absence for up to an additional seven (7) days.
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

(TEMPLATE STANDARD CORE CONTACT)

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

CONTRACT #________________________

FISCAL YEAR: _________, 2015 – __________, 2017

THIS CONTRACT is between the Early Learning Coalition of Broward County, Inc., hereinafter referred to as the “COALITION,” and _________________, hereinafter referred to as the “CONTRACTOR.” The Coalition and Contractor are referred to collectively as the “Parties.”

A. Description

This standard core contract is procured through the cost reimbursement method in accordance with Chapter 287, Florida Statutes and the most current state governing agreement between the Florida’s Office of Early Learning (hereinafter referred to as “OEL”) and the COALITION (with said agreement hereinafter referred to as “Grant Agreement”) for ______________ services.

The CONTRACTOR agrees to provide services on behalf of the COALITION as set forth in those certain documents attached to this state term, standard core contract entitled “Attachment” and labeled I through VI (hereinafter referred to as the “Attachments”) and in accordance with the terms and conditions in this standard core contact and the Attachments hereinafter referred to collectively as the “Contract”.

B. Term

This Contract shall begin on ____________, 2015 and shall end on ____________, 2017. The COALITION shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its’ ending date, unless otherwise agreed to in writing between the parties.

This Contract may be renewed by the COALITION for a term not to exceed a total of five (5) years or for the term of the original Contract, whichever is longer. Contact renewals are limited to one-time occurrence. Such renewal shall only be made in the following manner: a) by mutual written agreement between the COALITION and the CONTRACTOR b) shall be contingent upon satisfactory performance evaluations as determined by the COALITION c) CONTRACTOR is not in default as set forth in Section BB of this Contract and d) shall be subject to the availability of funds to the COALITION. Any renewal shall be subject to the same terms and conditions as set forth in the initial Contract and shall be in compliance with the Grant Agreement and applicable Florida law. Notwithstanding the foregoing, in no event shall the COALITION be required to renew the Contract with CONTRACTOR. A renewal shall not include any compensation for costs associated with the renewal.

C. Contract Payment and Availability of Funding

This Contract shall not exceed $Xxx.00 for ______________ services. The COALITION’S obligation to pay under this Contract is contingent upon the annual appropriation by the State of Florida Legislature and availability of any and all applicable federal, state and local funds. The COALITION shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an “annual appropriation” of funds to comply with this Contract. If such funds are not appropriated or available for this Contract’s purpose, such event shall not constitute a default by the COALITION. The COALITION agrees to notify the CONTRACTOR in writing at the earliest possible time if funds are not appropriated or available. The Contract amount shall be more specifically described in Exhibit A and Composite Exhibit B of Attachment I to this Contract.

D. Governing Laws and Agreements

By the execution of this Contract, the CONTRACTOR agrees to fully comply with those federal and state statutes, rules and regulations as set forth in Attachment VI of this Contract. The CONTRACTOR shall also comply with the following laws and agreements, including the submissions of any associated forms:

1. Grant Agreement By the execution of this Contract, the CONTRACTOR agrees to fully comply with the Grant
Agreement to the extent that any provision of this Contract is silent as to expected performance or conditions, or that the Grant Agreement alters the terms and conditions of this Contract subsequent to execution by the Parties.

2. **Lobbying:**
Funds received by CONTRACTOR under this Contract may not be used for lobbying purposes pursuant to Florida and federal law, including but not limited to, Sections 11.062 and 216.347, Florida Statutes and 45 Code of Federal Regulation (“C.F.R.”) §93 (Bird Anti-Lobbying Amendment Common Rule).

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

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

4. **Drug-Free Workplace:**

5. **Equal Employment Opportunity (E.E.O):**
The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 C.F. R. Part 60, if applicable.

6. **Non-Discrimination and Harassment-Free Workplace:**
The CONTRACTOR, as certified in Attachment III(E) 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, age, religion, or gender. The CONTRACTOR shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The CONTRACTOR agrees to insert a similar provision in all subcontracts that shall meet the requirements as set forth in Public Law 105-220, Section 188.

7. **Governing OEL Policies and Guidance**
   a. **Policy**
      i. The CONTRACTOR will comply, as applicable, with Policy No. 1.02 (Records Confidentiality Policy) and 5.05 (Information Technology Security Policy and Procedure).
   
      ii. **Fiscal Guidance**
          The CONTRACTOR will comply, as applicable, with the following fiscal guidelines of OEL:
          (1) Fiscal Guidance 10.02 (Office of Early Learning Match Reporting Guidance) a
          (2) Fiscal Guidance 202.80 (Specifications for Annual Reports of Early Learning)
          (3) Fiscal Guidance 240.01 (Cash Management Procedures)
          (4) Fiscal Guidance 240.02 (Tangible Personal Property)
          (5) Fiscal Guidance 240.03 (Collection of a Delinquent Account)
          (6) Fiscal Guidance 240.04 (School Readiness Fund Management)
          (7) Fiscal Guidance 240.05 (Guidance on Prior Approval Procedures)
          (8) Fiscal Guidance 240.06 (Reimbursement Request Requirements for Early Learning Coalitions
          (9) Fiscal Guidance 240.07 (Other Cost Accumulators (“OCA”) Guidance)

E. **Audits and Records Retention Requirements.**
   1. Representatives of the COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, or representatives of the federal government and their duly authorized representatives shall have access, for
purposes of examination, to any books, documents, papers and records of the CONTRACTOR as they may relate to this Contract.

2. The CONTRACTOR shall establish and maintain books, records and documents, including electronic storage media and electronic records, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the COALITION under this Contract.

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

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

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

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

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

8. The CONTRACTOR shall comply with the confidentiality, security of information and the record retention requirements of Sections 119.021, 411.0101, 456.057, 501.171 and 1002.72, Florida Statutes, where applicable. The CONTRACTOR shall also comply with all privacy measures of the Health Insurance Portability and Accountability Act (“HIPPA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”), if applicable.

F. Use of Funds and Corrective Action Plans

1. In order for the COALITION to effectively administer and safeguard the effective use of state and federal funds for the early learning programs connected with this Contract, the COALITION, its agents, and federal and state officials shall have the right to inspect any records, papers, documents, facilities, goods, and services of the CONTRACTOR that are relevant to this Contract. The COALITION shall also have the right to interview any clients, employees, subcontractors, consultants, and participants of the early learning programs administered or overseen by the CONTRACTOR to assure that: (1) the funds received from the COALITION are being expended in accordance with this Contract and (2) that the services and/or work are being delivered by the CONTRACTOR or its subcontractors is of sufficient quality pursuant to the requirements of this Contract and (3) that the CONTRACTOR’S work and/or services as set forth in this Contract are being delivered, administered, or overseen in compliance with applicable federal and Florida statutes, rules and regulations. Except in the case of an emergency, such inspection shall be done during regular business hours upon reasonable notice to the CONTRACTOR and with the cooperation of the CONTRACTOR, the CONTRACTOR’S fiscal agent or service providers, so as not to disrupt services.

2. Following an inspection, the COALITION shall deliver to the CONTRACTOR a written report of its findings. The CONTRACTOR shall be requested to develop a corrective action plan for any deficiencies noted. The CONTRACTOR hereby agrees to correct all noted deficiencies within the agreed upon period of time set forth in the corrective action plan.

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

4. The CONTRACTOR shall return to the COALITION or its designated agent, any overpayment or disallowed costs under federal and/or state law, regulation or rule, which is paid contrary to the terms and conditions of this Contract. Overpayments and disallowed costs shall be paid within thirty (30) calendar days (or other timeframe in accordance with OEL Fiscal Guidance No. 240.01) of issuance of written notice by the COALITION or from discovery by CONTRACTOR. Should repayment not be made in a timely manner, the COALITION shall be entitled to charge a
lawful rate of interest on the outstanding balance. Refunds should be sent to the COALITION, made payable to the “Early Learning Coalition of Broward County, Inc.” Interest earned on advances under this Contract shall be reported and returned to the COALITION on a quarterly basis. The CONTRACTOR shall not receive an advance for any school readiness program related funds until all previously advanced school readiness related funds have been repaid.

5. The COALITION reserves the right, upon written notice, to withhold funds, in whole or in part, for non-performance or non-compliance with terms and conditions of the Contract, or state and/or federal regulations until such time the COALITION determines that the CONTRACTOR has corrected its performance and is in full compliance with the Contract. Written notice shall be delivered by mail with proof of delivery or in person with proof of delivery as set forth in the Contract.

The COALITION’S written notice shall detail the COALITION’S findings of non-performance or non-compliance as well as the timeliness for submitting a corrective action plan and correcting the deficiencies. In order to ensure funds are not withheld, the CONTRACTOR shall respond to the notice within thirty (30) days or the timeline specified and provided a corrective action plan that addresses all of the noted deficiencies. If the corrective action plan is approved by the COALITION, the CONTRACTOR shall implement the corrective action plan within the timeframe prescribed by the COALITION. Failure to respond in writing and submit a subsequent corrective action plan within (30) days, or other timeline specified by the COALITION, may lead to funds being withheld from the CONTRACTOR. Failure to comply with a corrective action plan may be considered an “Event of Default” as set forth in Section BB of this Contract and may also lead to the termination of this Contract as set forth in Section DD of this Contract. The COALITION shall be the final authority regarding the validity of deficiencies pursuant to properly submitted corrective action plan. Once the COALITION determines that the corrective action has been successfully implemented and the CONTRACTOR is in compliance with the Contract, the COALITION will re-instate the funds previously withheld by the COALITION.

The CONTRACTOR may be required by the COALITION to submit an inspection and file a corrective action plan with the COALITION in response to an incident or grievance regarding the work and/or services of the CONTRACTOR, its subcontractors, and/or its agents under this Contract.

G. Invoicing

Invoicing for the CONTRACTOR’S services shall be made in accordance with the terms specified in Attachment I, with an option of a one-month advancement of funds as consistent with applicable OEL policies. The CONTRACTOR shall be reimbursed for allowable expenditures incurred pursuant to the terms and conditions of this Contract. Regular monthly payments shall not be authorized until the COALITION’S Contract Manager has received a properly completed invoice and has approved the final report(s) for all service tasks related to the work completed during the month. The CONTRACTOR shall comply with the Grant Agreement for any Category 2 purchase unless the Grant Agreement no longer is applicable to Category 2 purchases in which case the CONTRACTOR shall comply with Section 287.017, Florida Statutes as the same may be amended from time to time. For purposes of this Contract, any action in Section 287.057(5), Florida Statutes that requires agency head approval shall require approval from the COALITION. Purchasing of any recycled products or materials which are the subject of, or are required to carry out this Contract shall occur in accordance with the provisions of Sections 403.7065, and 287.045, Florida Statutes.

The CONTRACTOR shall submit the final invoice for payment to the COALITION no later than forty (40) calendar days after this Contract ends or is terminated, whichever is earlier. If the CONTRACTOR fails to do so, all rights to payment are forfeited and the COALITION shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld at any time until all reports due from the CONTRACTOR and necessary adjustments thereto have been approved by the COALITION.

H. Information Resource Acquisition

The CONTRACTOR shall obtain prior written approval from the COALITION’S approving state authority or agency for the purchase of any “Information Technology” as the term is defined in Section 282.0041, Florida Statutes, which is made as part of this Contract. The CONTRACTOR agrees to seek said prior approval by means of the most current state approved form, available from the COALITION’S Contract Manager, who shall serve as liaison between the CONTRACTOR and the approving state authority or agency.
I. Recording of Property for Inventory Purposes and Nonexpendable Property

1. Pursuant to 69I-72.002, F.A.C., all tangible personal property with a value or cost of $1,000.00 or more and having a projected useful life of one (1) year or more shall be recorded in the state's financial system as property for inventory purposes. Any hardback book with a value or cost of $25.00 or more and having a useful life of one (1) year or more that is circulated to students or the general public, and any hardback book with a value or cost of $250.00 or more that is not circulated shall be recorded in the state’s financial system as property for inventory purposes. “Cost” is used if the property is purchased and represents the purchase price of the property item; “value” is used if the property is donated and represents the fair market value of the property item at the date of donation. The term “nonexpendable property” shall include all tangible personal property and books, which meet the criteria set forth in rule 69I-72.002, F.A.C. In accordance with OMB Circular A-122 (2 C.F.R., part 230, Appendix B, Item number 15) and OEL Fiscal Guidance 240.05, property shall not be purchased with program funds without prior approval from the COALITION.

2. The CONTRACTOR shall inventory annually and maintain accounting records for all non-expendable property purchased under this Contract in accordance with OEL Fiscal Guidance 240.02, relevant Florida Statutes, OMB circulars and administrative rules, and shall submit an inventory report to the COALITION with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number; description of the item(s); physical location; name, make or manufacturer, year and/or model; manufacturer’s serial number(s); date of acquisition and the current condition of the item.

3. At no time shall the CONTRACTOR dispose of non-expendable property purchased with the COALITION’S funds under this Contract for these services without the written permission of and in accordance with instructions from the COALITION.

4. Immediately upon discovery, the CONTRACTOR shall notify the COALITION, in writing, of any nonexpendable property loss with the date and reason(s) for the loss.

5. The CONTRACTOR shall be responsible for the correct use of all nonexpendable property furnished under this Contract. Contingences such as liens or other liabilities shall not be placed on assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.

6. A formal Contract amendment is required prior to the purchase of any item of non-expendable property not specifically listed in the approved Contract budget.

7. In accordance with OEL Fiscal Guidance 240.02, title (ownership) to all property (not limited to purchases exceeding $1,000) and including all computer hardware and software acquired with funds from this Contract shall be vested in the COALITION and said property shall revert to the COALITION upon completion or termination of this Contract unless otherwise authorized in writing by the COALITION. In addition to the nonexpendable property identified above, the CONTRACTOR shall maintain a separate list of property that has a useful life greater than one year that shall be returned to the COALITION upon termination of this Contract. Items that should be maintained on this supplemental inventory list shall include, but not be limited to, chairs, desks, and other furniture, calculators, cameras, computers, printers, facsimile equipment, copiers, books, and other property that represent resources that are not categorized as office supplies or depleted as such.

8. The CONTRACTOR shall comply with the provisions of 45 C.F.R. 74.32, for real property, 45 C.F.R. 74.34 for equipment, and 45 C.F.R. 74.35 for supplies.

J. Sponsorship/Public Announcements

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

2. Use of state logos shall be limited to those logos approved by the applicable approving state agency for the COALITION pursuant to Florida Statutes and/or the Florida Administrative Code. The COALITION shall provide the CONTRACTOR with state logos that are approved by the applicable approving state agency for the COALITION pursuant to Florida Statutes and/or the Florida Administrative Codes.
3. The CONTRACTOR agrees that, in accordance with Public Law 103-333, Section 508, when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with state or federal funds, all Contractors receiving state or federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and the percentage, and (3) dollar amount of the total cost of the project or program that will be financed by non-governmental sources. For purposes of complying with this section, the percentage and dollar amount of federal funds are those shown on Exhibit A to Attachment I to this Contract.

K. Public Entity Crime

Section 287.133(3)(a), Florida Statutes states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the Category 2 threshold purchase amount as provided in the Grant Agreement, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Furthermore, the CONTRACTOR shall provide a sworn statement of compliance as certified in Attachment III. By execution of this Contract, the CONTRACTOR acknowledges that it is in compliance with this section and that it will require any and all subcontractors providing services under this Contract to acknowledge that they are also in compliance with this section.

Persons or entities excluded from receiving federal contracts or financial and nonfinancial assistance and benefits may not receive federal and state funds. Prior to contract or agreement execution, the CONTRACTOR shall verify that no party that has a contract or attempts to contract with the CONTRACTOR is on any federal or Florida list designated for the exclusion of person or entities in violation of federal or Florida contracting standards which would include, but not be limited to the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. The CONTRACTOR shall maintain the appropriate verification documentation indicating that CONTRACTOR is not a disqualified entity as provided herein and shall provide said documentation to the COALITION upon request.

L. Personnel

The CONTRACTOR shall maintain sufficient staff to deliver the agreed upon services required by this Contract as set forth in Attachment I to this Contract. All personnel specified in Composite Exhibit B on Personnel Budget Narrative, Quality Assurance Service/Quality Rating System, Form B-3 of Composite Exhibit B shall be considered essential to the work to be performed. In the event of a proposed change to such key personnel through substitution or diversion of personnel from the project, or the phone number and/or physical address of the CONTRACTOR, the CONTRACTOR shall notify the COALITION in writing and submit a proposed Form B-3 of Composite Exhibit B, within five (5) business days of the effective date of the proposed change. No changes may be made to the levels or categories of personnel identified in the Personnel Budget Narrative, Quality Assurance Service/Quality Rating System without prior written consent of the COALITION, which consent shall not be unreasonably withheld. Changes in key personnel may include resignations, approved leaves of absences of six (6) weeks or more, or terminations. Notifications shall be in writing and shall include information related to replacement staff.

M. Relationship of Parties and Independent Contractor Status

In the CONTRACTOR’S performance of its duties and responsibilities under this Contract, it is mutually understood and agreed that the CONTRACTOR is at all times acting and performing as an independent contractor. The COALITION shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided herein and by law. Nothing in this Contract is intended to or shall be deemed to constitute a partnership or joint venture between the parties. Except as provided for in this Contract, each party shall be solely and entirely responsible for its individual acts and the acts of its agents, officers, directors, employees and servants during the performance of this Contract. No party is in any way authorized to make any contract, agreement, warranty or representation on behalf of any other party or to create any obligation, express or implied, on behalf of any party unless the same is provided for pursuant to the terms and conditions the Contract.

N. Indemnification
To the extent permitted by law, the CONTRACTOR shall be liable for and indemnify, defend, and hold the COALITION and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys’ fees (including all levels of appeal) and court costs and expenses, arising out of any act, actions, neglect, or omissions by the CONTRACTOR, its agents, officers, subcontractors, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. To the extent considered necessary by the COALITION, any sums due to the CONTRACTOR under this Contract may be retained by the COALITION until all of the COALITION’S claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the COALITION.

To the extent considered necessary by the COALITION, any sums due to the CONTRACTOR under this Contract may be retained by the COALITION until all of the COALITION’S claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the COALITION. The 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) business days after notice by the COALITION by certified or overnight express mail. 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.

The parties agree that such indemnification obligations shall survive the expiration or termination of this Contract. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law. The parties acknowledge that if the CONTRACTOR is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, as the same may be amended from time to time, CONTRACTOR agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract or any other contract.

O. Insurance Requirements for Contractor

1. Liability Insurance

The CONTRACTOR shall maintain adequate liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it. By execution of this Contract, unless it is a state agency or subdivision as defined by Section 768.28(2), Florida Statutes, as the same may be amended from time to time, the CONTRACTOR will provide its self-insurance letter to the COALITION prior to the execution of this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The COALITION reserves the right to require additional insurance coverage by the CONTRACTOR.

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

Alternative Language for Non-Governmental, Private Contractor under O1.

The CONTRACTOR shall maintain no less than five (5) million dollars in liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it. By execution of this Contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), Florida Statutes, 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, any subcontractors, and the clients to be served under this Contract. In addition to other requirements of this section, the CONTRACTOR shall maintain: 1) errors and omissions insurance on its board members; 2) fidelity bonding of its fiscal personnel; and 3) a disaster recovery plan within its continuity of operations.
plan (COOP) for unforeseen circumstances whether they are natural or man-made disasters. A COOP update shall be submitted to the COALITION no later than June 1st of each grant period and updated as needed.

At the time of 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 on such coverage (except workers’ compensation). A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The COALITION reserves the right to require additional insurance coverage by the CONTRACTOR.

2. Worker’s Compensation Insurance

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

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

3. Unemployment Compensation Insurance

The CONTRACTOR, during the life of this Contract, must comply with the reporting and contribution payments required under Chapter 443, Florida Statutes, as the same may be amended from time to time, for all employees connected with the work of this Contract.

4. Fidelity and Errors and Omissions Insurance

The CONTRACTOR shall maintain errors and admissions insurance for its board members and fidelity bonding of its fiscal personnel in sufficient amounts and coverages. The CONTRACTOR shall hold such insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it.

P. Performance Bond (OPTIONAL AS DETERMINED BY COALITION BOARD)

The CONTRACTOR shall furnish a performance bond from a financially sound and responsible insurance company to protect the COALITION from any losses in the event of default by the CONTRACTOR. The bond shall be in the amount of $xxx,xxx.00. In lieu of a performance bond, the CONTRACTOR may furnish the COALITION with an irrevocable standby letter of credit acceptable to both the COALITION AND the CONTRACTOR.

The CONTRACTOR shall post one form of security under this section, which shall apply to all of the contracts and subsequent amendments entered into between the CONTRACTOR and the COALITION with a term beginning ______________,2015 and ending ______________ 20xx. Other than the performance bond related to this Contract or service procurement requirements and specifications, a separate form of security is not required for multiple contracts that may have been awarded to the CONTRACTOR.

In addition to the requirements established through a procurement process, if a performance bond is furnished, said bond shall be forfeited in an Event of Default as defined in Section BB of this Contract. If a letter of credit is furnished to the COALITION instead of a performance bond, the COALITION shall be authorized to draw on the Letter of Credit in an Event of Default.

Q. Confidential Information and Records

Each party to the Contract may have access to confidential information collected or maintained by the other party. The CONTRACTOR shall protect such confidential information clearly identified as such, in a manner that does not permit the
Exhibit E

personal identification of children or their parents/guardians by persons other than those authorized to receive the records. It is the responsibility of the CONTRACTOR that subcontractors and sub recipients observe the same terms and conditions as contained in the Contract and use appropriate non-disclosure agreements as necessary to ensure confidentiality and security of the data. The CONTRACTOR and all of its directors, officers, employees, volunteers and agents shall comply, as applicable, with the confidentiality, release and record retention requirements of section 39.00145, 39.0132, 39.202, and 39.814, 119.01, 119.021, 1002.97, 456.057 501.171 and 1002.72, Florida Statutes, and other applicable state and federal law (including, but not limited to the federal act known as “HIPPA” and “HITECH”), as those laws may be amended from time to time, where applicable. The individual records of children enrolled in SR programs under section 1002.97, Florida Statutes and the personally identifiable records of children enrolled in the VPK program under section 1002.72, Florida Statutes are confidential and exempt from the provisions of section 119.071, Florida Statutes, and section 24(e), Article I of the State Constitution. The CONTRACTOR hereby acknowledges that failure to abide by the requirements of Sections 39.00145, 39.0132, 39.202, and 39.814, Florida Statutes, constitutes a criminal offense as set forth in Section 39.205, Florida Statutes and could result in administrative fines as set forth in Section 39.206, Florida Statutes.

The CONTRACTOR agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his or her responsible parent or guardian when authorized by law. The records and data of the CONTRACTOR as it pertains to this Contract that are classified as “public records” must be open and available for inspection by any person unless otherwise specified by law. It will be the responsibility of the CONTRACTOR to ensure availability of said records for production and/or inspection by the public on behalf of the COALITION. The CONTRACTOR shall set forth processes and procedures to secure the confidential data and require individuals who have access to such data to execute an individual non-disclosure form and maintain these forms on file at the COALITION’S or the CONTRACTOR’S location. Such procedures and processes of the CONTRACTOR shall include, but not be limited to timely written notification to the COALITION of requests for production or inspection of records and data by the public and direct requests for disclosure of confidential information to recipients of services under the Contract.

R. Information Technology and Systems Security

The CONTRACTOR shall comply with the Computer-Related Crimes Act, Chapter 815, and the Information Protection Act, Section 501.171, Florida Statutes, as the same may be amended from time to time, and shall demonstrate due diligence in safeguarding the CONTRACTOR’S information resources by establishing policies and procedures for information systems security that contain criteria and standards as set forth in OEL Policy 5.02, Information Systems Security Program.


S. Incident Reporting

The CONTRACTOR agrees to immediately report knowledge of or a reasonable suspicion or cause to suspect abuse, neglect, abandonment, lack of supervision, lack of care, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) in accordance with Section 39.201 and 415.1034, Florida Statutes, as the same may be amended from time to time.

The CONTRACTOR agrees to immediately report knowledge of any actual or alleged abuse, abandonment, lack of supervision, neglect, serious injury or death suffered by a child who receives early learning services while in the care of an early care and education provider to the COALITION. Notice shall be provided in writing and by telephone. In no event shall notice be provided later than twenty-four (24) hours of obtaining such knowledge. The CONTRACTOR shall also be responsible for reporting all “reportable incidents”, including but not limited to those related to abuse, neglect, abandonment, or exploitation pursuant to applicable federal and Florida statutes and rules as well as in accordance with the COALITION’S Incident Reporting Policy and Procedure. “Reportable Incidents” are defined in the COALITION’S Incident Reporting Policy and Procedure. The COALITION shall receive copies of any documents received by the CONTRACTOR relating to any incidents reported to the COALITION within twenty-four (24) hours of the receipt of any such documents by the CONTRACTOR.
T. Intellectual Property

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

Any data created by OEL that is distributed or utilized by the CONTRACTOR, its employees, its agents or its subcontractors

U. Patents, Copyrights, and Royalties

If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds under this Contract, or is in any way connected with the Early Learning programs, the CONTRACTOR shall refer the discovery or invention to the COALITION who shall refer it to Florida’s Department of State to determine whether patent protection shall be sought in the name of the state of Florida or the COALITION. Pursuant to Section 286.021, Florida Statutes and subject to the claims of the United States Department of Health and Human Services (“USDHHS”), any and all patents or copyrights accruing under or in connection with the performance of this Contract that funded by Early Learning program funds are hereby reserved to the state of Florida or the COALITION, as applicable and as required by law. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property. Pursuant to 45 C.F.R., part 92.34, the USDHHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes the copyright in any work developed with federal funds through the Contract and any rights of copyright which the CONTRACTOR or its subcontractors purchase with such federal funds.

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

The following terms apply to the CONTRACTOR, its employees, its agents and its subcontractors as a grant recipient of the funds under this Contract:

1. With the products to all products created utilizing the funds under this Contract, said materials will be the property of the COALITION and OEL
2. To the extent that any product constitutes “work” within the meaning of United States copyright laws, 17 United States Code Service (“U.S.C.”) 10, et seq., it shall be “work for hire.” In the event that a court of competent jurisdiction determines that a product or material is not a “work for hire” as a matter of law, the CONTRACTOR shall assign and convey to the COALITION and/or OEL, all right, title, and interest in the product or material and require its employees, its agents and its subcontractors to do the same.
3. The CONTRACTOR agrees that its employees, its agents and its subcontractors will not assert any ownership of the product(s) produced pursuant to this Contract. The CONTRACTOR shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees, agents and subcontractors in order to the secure the COALITION’s and OEL’s rights.
4. Any claim by the CONTRACTOR of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
5. The CONTRACTOR agrees that if it hires any third party to perform any work pursuant to this agreement, the work shall be on a “work for hire” basis and shall not in any way infringe upon the COALITION’s or OEL’s ownership of the product.
6. The CONTRACTOR agrees not to convey any rights in the product to a third party.
7. If the CONTRACTOR hires a third party to perform any work that involves the use of the pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the COALITION and OEL the non-exclusive license to use the product.
A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this agreement may be developed between the COALITION and CONTRACTOR in order to further the use of the products in the educational community. The CONTRACTOR further agrees that any contracts or agreements for the performance of experimental, developmental or research work shall provide for the rights of the federal government and the contractor in any resulting invention in accordance with Code of Federal Regulation ("C.F.R."), part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements", and any implementing regulations issued by the awarding agency.

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

V. Cooperation

The CONTRACTOR agrees to fully cooperate with the COALITION, the OEL and any applicable state and federal authority regarding any fraud or other type of investigations. Cooperation shall include, but not be limited to the production of any requested documents and the commitment to make available any witnesses to testify when requested by the aforementioned entities.

W. Warrant of Ability to Perform

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

X. Notification of Legal Action

The CONTRACTOR shall notify the COALITION of legal actions filed, served, taken or threatened against the CONTRACTOR which would include, but not be limited to as lawsuits, claims, filings, special proceedings or other matters that are related to or arising from the services or work provided through or as a result of this Contract, or that may impact the CONTRACTOR’S ability to deliver the contractual services, or that adversely impact the COALITION and/or the recipients of the COALITION’S programs. The COALITION will be notified in writing within twenty-four (24) chronological hours of the CONTRACTOR becoming aware of such action or from the day of the legal filing of said action, whichever is earlier.

Y. Assignments and Subcontracts

The CONTRACTOR agrees to neither assign the responsibility for this Contract to another party nor subcontract for any work contemplated under this Contract without prior written approval of the COALITION. The CONTRACTOR shall be prohibited from assigning or subcontracting direct administrative or fiscal control or responsibility for the Contract to another party. The CONTRACTOR is solely responsible for maintaining all fiscal records and shall maintain direct management of, direct access to and complete control over all fiscal records and administrative functions and records. The CONTRACTOR may contract with a vendor for general accounting and human resource functions; however, such contracts shall specific that the CONTRACTOR shall have immediate accessibility to all records and documents. The vendor must, by law, maintain required confidential data. Any subcontract, sublicense, assignment or transfer otherwise occurring, without prior approval of the COALITION, shall be null and void.

The CONTRACTOR shall notify the COALITION within 48 hours that the CONTRACTOR formally initiated a contract for service alteration, termination or approached by another entity to discuss possible merger or directly offered early learning services that another entity previously provided on the COALITION’s behalf. The CONTRACTOR shall also notify the COALITION within 48 hours if the COALITION’s board of directors approves any motion to alter or terminate a contract for services, approach another contractor or lead agency to discuss a possible merger or directly offer services that another entity previously provided on the COALITION’s behalf. For purposes of this Section, a “contract for services” is a contract for system support or direct enhancement services. Once the CONTRACTOR’S board approves such action, the
CONTRACTOR, shall have, at a minimum of 90 days prior to the service transition to submit to the COALITION a transition plan for review and approval to the COALITION. The transition plan as described herein shall outline the transition of services and shall include estimated dates and deadlines regarding said transition of services. If an emergency situation arises where the CONTRACTOR cannot provide notice to the COALITION as prescribed herein, the CONTRACTOR shall immediately notify the COALITION as soon as practicable regarding any action as described herein. For purposes of this Section, “emergency situation” are those situations that require emergency action as set forth under Section 287.057, Florida Statutes as well as those that may qualify under Section CC of this Contract (Force Majeure) if said condition persists to the point to permanently or substantially impair the CONTRACTOR from delivery of services as set forth under this Contract.

The CONTRACTOR agrees to be responsible for all work performed and all expenses incurred in connection with the CONTRACTOR’S work or by subcontractors and consultants who may be hired by the CONTRACTOR under this Contract. If the COALITION permits the CONTRACTOR to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors or community providers for services and commodities, it is understood by the CONTRACTOR that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the COALITION. Such review of the written subcontract document by the COALITION shall be limited to a determination of whether or not the COALITION approves of the 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 and following appropriate State of Florida procedures. In the event the COALITION approves transfer of the CONTRACTOR’S obligations, the CONTRACTOR remains responsible for all work performed and all expenses incurred in connection with this Contract prior to the date of the assignment or transfer. In addition, this Contract shall bind the successors, assigns, and legal representatives of the CONTRACTOR and of any legal entity that succeeds to the obligations of the CONTRACTOR. It is the CONTRACTOR’S responsibility to ensure that its subcontractors observe the same terms and conditions as contained in this Contract.

The COALITION may undertake or award supplemental contracts for work related to this Contract, or any portion thereof. The CONTRACTOR shall cooperate with such other contractors and the COALITION in all such cases. Any subcontractors to the CONTRACTOR shall be required to abide by this provision as a condition of the agreement between the subcontractor and the CONTRACTOR.

The COALITION shall notify the CONTRACTOR if, in the COALITION’S judgment, the CONTRACTOR or any of its subcontractors are not maintaining staff sufficient to deliver the agreed upon services required by this Contract or if performance by certain staff is insufficient to deliver contracted services. Within two (2) business days after notification, the CONTRACTOR shall state in writing what, if any, actions shall be taken to address the concerns of the COALITION.

Z. Amendments

In addition to changes necessitated by law, the COALITION may at any time, with written notice to the CONTRACTOR, request changes within the general scope of this Contract. Such changes may include modification to the requirements, changes to processing procedures, or other changes as decided by the COALITION. Any investigation necessary to determine the impact of the change shall be the responsibility of the CONTRACTOR. Modifications to provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by the authorized signatories for the COALITION AND the CONTRACTOR as set forth in the Contract.

Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by the parties to the Contract. The parties agree to renegotiate and, if necessary, amend the Contract if there are revisions of any applicable federal and/or state statutes, rules, regulations, or any state governing agreements, which would include but not be limited to the Grant Agreement. The rate of payment and the total dollar amount may be adjusted retroactively to reflect changes in payment established through the COALITION’S budget modification process as described in Attachment I, Section E., Paragraph 3 of this Contract.
AA. Disputes

The COALITION’S Contract Manager shall be the first contact for dispute resolution concerning performance of this Contract. Any dispute that cannot be resolved by the COALITION’S Contract Manager via phone or in person within forty-eight (48) hours of said contact shall be reduced to writing and delivered by certified mail or any expedited delivery service that provides verification of delivery to the COALITION’s office by the CONTRACTOR to the attention of the Contract Manager. Upon receipt of said correspondence, the Contractor Manager shall review the written dispute and deliver said written dispute to the Chief Executive Officer no later than forty-eight (48) hours after delivery of said written dispute. The COALITION’S Chief Executive Officer shall review the written dispute and shall render a decision regarding said dispute, within ten (10) business days after receipt of the written dispute. The Chief Executive Officer shall deliver a written decision regarding the dispute to the CONTRACTOR and the COALITION’S Contract Manager. Except as provided for in the Contract, nothing herein shall preclude the CONTRACTOR from pursuing any available remedies at law or equity if dissatisfied with the COALITION’S decision. This section deals solely with disputes between the COALITION AND the CONTRACTOR only and is not intended to create any third party beneficiary rights under the Contract in favor of any subcontractor, vendor, or other service provider as those terms maybe defined under any applicable laws or policy and procedure of the Coalition. In the event there is a conflict between this Section AA and the policies and procedures of the COALITION as it pertains to dispute resolution between the COALITION and the CONTRACTOR, this section shall control. In the event there is a conflict between applicable federal and/or Florida statutes, rules and regulations and this Section AA as it pertains to dispute resolution between the COALITION and the CONTRACTOR, said applicable federal and/or Florida statutes, rules and regulations to the extent said conflict is strictly prohibited shall apply, in whole or in part, under those applicable statutes, rules and regulations. CONTRACTOR agrees to comply with, where applicable, the COALITION’S Grievance Policy and Procedures.

BB. Default

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

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

As it pertains to an Event of Default, the COALITION may take one or more of the following contractual remedies or actions:

1. Temporary withhold cash payments pending the CONTRACTOR’S curing of a deficiency.
2. Disallow (which means both the use of funds and any applicable matching credit) all or part of the cost of the activity or action not in compliance.
3. Withhold further project or program awards.
4. Terminate this Contract as set forth in Section DD of this Contract.

CC. Force Majeure And Notice Of Delay From Force Majeure

The COALITION and CONTRACTOR agree and acknowledge that neither party shall be liable to the other for any delay, disruption, non-compliance or failure to perform under the Contract if such delay, disruption, non-compliance or failure to perform is neither the fault nor due to the negligence or intentional acts or omissions of the party, its employees or agents and said delay is due directly to acts of God (i.e. hurricanes, tornados, etc.), wars, acts of public enemies (including, but not limited to terrorist related activities), strikes, fires, floods or other similar cause wholly beyond the party’s control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. In the event of a delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay, disruption, non-compliance related to the party’s performance obligation under the Contract. If the delay, disruption, or non-compliance
is excusable under this paragraph, the delay, disruption or non-compliance will not result in any additional charge or cost under the Contract to either party. In the case of any delay, disruption or non-performance that the CONTRACTOR believes is excusable under this paragraph, the CONTRACTOR shall notify the COALITION in writing of the delay, disruption or non-performance and/or the potential thereof within five (5) calendar days after the cause that creates or will create said delay, disruption or non-performance. Notwithstanding the foregoing, the CONTRACTOR shall use every reasonable effort to adequately prepare for those matters that while considered “acts of God”, occur with enough frequency either during certain time periods or events that would make said acts of God reasonably foreseeable (i.e. hurricanes between the months of August to November). For purposes of this paragraph, “preparation” shall mean the creation and implementation of policies and procedures for those acts of Gods that occur during certain times of the year, or events such as emergency preparedness. Failure to have sufficient policies and procedures in place for those reasonably foreseeable acts of God or other matters as state above shall be determinative of whether or not the parties to the Contract shall be able to exercise the remedies as set forth herein.

The foregoing shall constitute the CONTRACTOR’S sole remedy or excuse with respect to the delay, disruption or non-performance. The act of providing written notice to the COALITION in accordance with this section is a condition precedent to the exercise of such remedy. The COALITION, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the CONTRACTOR of its decision in writing. The CONTRACTOR, other than for an extension of time, shall assert no claim for damages, against the COALITION. In addition, the CONTRACTOR shall not be entitled to an increase in the Contract price or payment of any kind from the COALITION for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising from any delay, disruption, interference, non-performance or hindrance from any cause whatsoever.

If the performance of the CONTRACTOR is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the CONTRACTOR shall perform, in accordance with the terms and conditions of the Contract, at no increased costs unless the COALITION, in its sole discretion, determines that the delay, disruption or non-performance will significantly impair the value of the Contract to the COALITION, OEL, or the State of Florida, in which case, the COALITION may do any or all of the following: (1) accept the allocated performance or deliverables from the CONTRACTOR, provided that the CONTRACTOR grants preferential treatment to the COALITION; and/or (2) purchase from other sources (with recourse to and by the CONTRACTOR) of Florida, in which case, the COALITION may do any or all of the following: (1) accept the allocated performance or deliverables from the CONTRACTOR, provided the CONTRACTOR grants preferential treatment to the COALITION; and/or (2) purchase from other sources (with recourse to and by the CONTRACTOR) of Florida.

DD. Termination

1. Termination at Will - This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be provided by certified mail, return receipt requested or in person with proof of delivery. Except as stated in this Section DD as it pertains to transition of services or to complete an agreed upon portion of its work, the CONTRACTOR shall not furnish any further services after it receives a notice of termination from COALITION.

2. Termination Due to the Lack of Funds - In the event funds to finance this Contract become unavailable or if the Federal government or the State of Florida withdraws or redirects funds upon which the Contract depends, the COALITION may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the CONTRACTOR. In the event the federal, state, and/or local funds upon which this Contract is dependent are withdrawn or redirected, this Contract is terminated and the COALITION shall have no further liability to the CONTRACTOR beyond that already incurred prior to the termination date. Under this circumstance, notice shall be provided by certified mail, return receipt requested or in person with proof of delivery. The COALITION shall be the final authority as to the availability of funds and shall not reallocate funds earmarked for this Contract to another program thus causing “lack of funds.” In the event of termination of this Contract, the CONTRACTOR shall be compensated for any work satisfactorily completed prior to the time of termination.

3. Termination for Cause - This Contract may be terminated by the COALITION for nonperformance or non-compliance by the CONTRACTOR upon no less than twenty-four (24) hours notice in writing to the CONTRACTOR. In the event this Contract is terminated for cause by the COALITION, the CONTRACTOR shall be liable for the COALITION’s expenses for additional managerial and administrative services required to complete or obtain services or items from another contractor.
Any obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature or other funding constraints that are not inconsistent with the terms of this Contract. In the event that this Contract is terminated for any reason, the CONTRACTOR agrees to assist the COALITION in the smooth transition of services by promptly providing to the COALITION all of the COALITION’S records and non-expendable property purchased with the COALITION’S funds in the CONTRACTOR’S possession to the COALITION.

EE. Conflict of Laws and Order of Precedence

In the event that federal law, Florida law, the policies and procedures of Florida’s Office of Early Learning, the most current Grant Agreement between OEL and the COALITION, the COALITION Plan and/or the COALITION Bylaws conflicts with the Contract, Florida law, federal law the Grant Agreement, the COALITION Plan, and/or the COALITION Bylaws, shall prevail over the Contract. The precedence of the foregoing shall be as follows: (i) federal law (ii) Florida law (iii) Grant Agreement (iv) COALITION Plan and (v) COALITION Bylaws. In the event there is a conflict between the standard core contract and the Attachments, the Attachments shall control unless the standard core contract has been subsequently amended by the COALITION and the CONTRACTOR to address the conflict between the standard core contract and the Attachments in which case the standard core contract will control.

FF. Severability

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

GG. Counterparts

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

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

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

_________________________________________          ____________________________________
_________________________________________             ____________________________________
_________________________________________          ____________________________________

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

_________________________________________             ____________________________________

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

_________________________________________             ____________________________________

In the event that different representatives are designated by any party after the execution of this Contract, notice of the name, address, zip code and telephone number of the newest representative shall be rendered in writing to all other parties and said notification attached to copies of this Contract. Unless otherwise specified by the parties, invoices, reports, correspondences, notices, records, and any other documents concerning or related to the Contract shall be submitted to the persons identified above.

II. Signature Authority OPTIONAL LANGUAGE IF GOVERNMENT AGENCY:

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

The parties hereto have caused this ____ page standard contract to be executed by the undersigned officials as duly authorized and which shall be effective ______________, 2015.

JJ. Standard Core Contract
Attachment I
Attachment II
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
SIGNATORY PAGE

(NEED SECTION FOR GC SIGNATURE FOR LEGAL FORM AND SUFFICIENCY)

FOLLOWED BY

CONTRACTOR
SIGNATORY PAGE
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
FISCAL GUIDELINES

The Early Learning Coalition of Broward County, Inc. ("ELC") recognizes the integrity of individual agencies and respects each agency's fiscal and personnel policies and procedures. This document is prepared to establish mutually understood guidelines for the fiscal management of ELC funds.

1. The ELC requires initial budgets to detail and itemize all anticipated expenditures. The ELC will reimburse the vendor up to the contracted budget amount based upon the approved budget. Reimbursement is based on actual expenditures. Expenditures in excess of the contracted budget will not be paid by the Coalition.

2. Vendor budgets submitted to the ELC shall be balanced. Therefore, total budgeted expenses must be equal to total program revenues.

3. The ELC prohibits expenditures from program funds for the following items:
   - Entertainment costs;
   - Refreshments such as coffee or food;
   - Decorative items (e.g., statues, potted plants, picture frames);
   - The purchase of real property and or renovations (permanent improvements to the property);
   - Medical equipment, services or treatment;
   - Mortgage payments, interest payments, financing agreements or long-term vehicle leases;
   - Staff entertainment expenses;
   - Florida sales tax (with exception).

4. All expenses are to be billed to the ELC in the contract period in which the expense / event occurs.

5. Within approximately 45 days after the end of the contract, vendors shall submit a final expenditure report (Month13) that includes all billable items relating to the contract. The Coalition will confirm the actual date on an annual basis. Any expenses submitted after confirmed MONTH13 date will not be honored or reimbursed.

6. With the exception of the salary line item, agencies may over/under spend a cost category by up to 10% without prior authorization from the ELC. Vendors shall not exceed expenditures on a cost category by 10% without prior written authorization of ELC. Expenditures exceeding less than 10% are acceptable so long as overall total expenditures do not exceed the program's total budget.

7. Funds budgeted for one-time purchases such as capital equipment must be purchased in the year proposed and receive a prior approval by Florida Office of Early Learning.

8. Payment to vendors will be on a monthly cost reimbursement basis pursuant to the terms of the contract.

9. The vendor must request reimbursement through the submission of a monthly invoice using the uniform chart of accounts format, identified in the pursuant to the contract by the 14th of the month following the month for which the expenditures are claimed. Also in pursuant to the contract, monthly invoices must include and identify the Other Cost Accumulator ("OCA") which will be provided in the contract. OCA’s are deliverable type indicators used for tracking
state and federal fund expenditures. A corresponding general ledger utilizing and matching the uniform chart of accounts must be attached to every monthly invoice.

Programs funded from revenues such as contributions, fees and third party billings must show that those sources are supporting the program in direct proportion to the Coalition's support. These program revenues shall be shown on the monthly billing as other program revenue. The amount billable to the Coalition cannot exceed the total allowable expenditures less other program revenues.

**Personnel Costs**

Vendor expenditures should not exceed budgeted amount for salary costs without prior written approval of ELC. The following are additional guidelines associated with personnel costs:

1. The increase in salary for any position within the salary line item shall not exceed 10% (as any line item) of the original salary approved in the budget when calculated on an annual basis. The total budgeted salary line item amount shall not be exceeded.

2. Adequate provision must be made within the personnel cost category to accommodate any increase in fringe benefits associated with any increased salaries.

3. If approval is sought to exceed budgeted salary costs, there must be funds available in the overall budget to cover the additional expenditure. In addition, over expenditure in other cost categories shall not result in significant reductions in salaries that adversely affect the performance of the services agreed upon in the contract.

**Salaries**

1. Salaries represent a critical and substantial portion of the program budget. Therefore, ELC staff shall be consulted prior to the vendor submitting for a salary budget change request.

2. The ELC expects the vendor to be able to demonstrate that the percentage of salary charged to ELC programs corresponds to the amount of time dedicated by the employees to the programs over the course of the fiscal year. Employee time dedicated to each program shall be documented by personnel activity reports completed on a monthly basis.

3. Overtime pay is an allowable expense in accordance with the Fair Labor Standards Act (FLSA) and other applicable federal, state or local guidelines. Such expenses are to be incorporated into the contract budget and any changes are to be submitted in the budget revision. It is the vendor’s responsibility to ensure compliance with FLSA and any other applicable federal, state or local guidelines.

4. An approved over expenditure in any position in the salary cost does not bind the ELC to fund the positions at the same or increased rate for any future contract year.

5. A budget revision shall be submitted if the line item for a position is increased using other program revenue.

6. Costs associated with temporary employees are an allowable expense and are to be identified in the contracted budget or budget revision.

7. Positions not identified in the Coalition's contracted budget shall not to be charged to the Coalition's programs.

8. Employee bonuses shall only be payable if included in the overall negotiated budget for salaries. The ELC shall not
reimburse for accrued vacation and sick leave except upon the employee's separation from employment as provided for in the vendor's personnel policies and procedures.

**Fringe Benefits**
Benefit dollars are reimbursed for actual fringe benefit costs unless it is an unallowable expense. Unallowable fringe expenses include cash payments in lieu of fringe benefits and tuition reimbursement costs.

**Travel**
1. All travel costs shall be reimbursed in accordance with Chapter 112.061, Florida Statutes.

2. In-area travel will be reimbursed at a rate not to exceed 44.5 cents a mile in accordance with Chapter 112.061, Florida Statutes. Meals incurred relating to overnight travel outside of Broward County are reimbursable on a per diem basis up to the following amounts: $6 for breakfast, $11 for lunch, and $19 for dinner.

3. In State/Out-of-State travel will be reimbursed based on the actual travel costs associated with an employee in a funded position attending conferences in accordance with Chapter 112.061 of the Florida Statutes.

4. A per diem request is allowed for each day of an out-of-county event involving an overnight stay if reimbursement for lodging and meals is not requested.

The allowable per diem rate is up to $80 per day for each day requiring an overnight stay.

**Records Retention**
Vendors receiving funds from ELC contracts shall maintain copies of supporting documentation (example would be payroll records and invoices) and have these records available for inspection by the ELC, Office of Early Learning and the Coalition's external auditors. These records shall be maintained for a minimum of 5 years.

**Audit Requirements**
Vendors receiving funds must submit a GAO Standard Financial and Compliance Audit complete with a management letter within 180 days of the vendor's fiscal year end. If the vendor spends greater than $500,000 of federal awards under this contract then the vendor shall be required to obtain a federal single audit in compliance with OMB Circular A-133. If the vendor spends greater than $500,000 of state financial assistance under this contract then the vendor shall obtain a state single audit under Chapter 10.650 Rules of the Auditor General. The Coalition will review the vendor's audited financial statements and work with the vendor to develop a corrective action plan to address any identified deficiencies.

**Changes to the Contracted Budget**
1. Budgeted expenses are intended to directly relate to the vendor's ability to achieve program goals. Any budget revision should, therefore, not change the nature of the program. In order to minimize the risk of an expenditure being disallowed, providers are expected to submit a Budget Revision Request form and to secure signed ELC authorization for budget changes.

2. All budget changes to a cost category exceeding 10% (plus and minus) shall be submitted to the ELC for written authorization (Budget Forms EXHIBIT C in the contract). ELC approval of current year budget increases does not obligate the ELC to fund the increases in the following fiscal year.

3. Increases or decreases in budgeted program income shall be reflected in a budget revision. In addition, budgeted expenditures shall be increased or decreased in relation to changes in budgeted program income.
4. A change in the salary line item caused by restructuring, adding positions or salary changes during the year requires authorization from ELC. The vendor shall use the Coalition’s SIX MONTH FINANCIAL REPORT (Budget Forms EXHIBIT C in the contract) Form and the Personnel Budget Narrative form (Exhibit B) to request a change in the salary line items.

5. Vendors in its discretion may make adjustments to line items within 10% for all major categories (example: Communications/Utilities, Printing & Supplies).

Six Month Budget Revision
1. All budget revisions are to be submitted to the ELC by the end of January of each fiscal year (date is confirmed in contract). These budget revisions are required if a program may over or under expend any cost category by more than 10% by the end of the contract year. The budget revisions may also be necessary if the vendor's total program expenditures will exceed the total program budget. Budget changes after the Six Month review process shall only be permitted for extenuating circumstances. These subsequent revisions shall be submitted on the SIX MONTH FINANCIAL REPORT (Exhibit C). Extenuating circumstances prompting such a request include:
   - Salaries for positions need to be increased;
   - Expenditures in a cost category are going to under expend or exceed the budgeted amount by more than 10%;
   - Total program expenditures will exceed the total program budgeted expenditures;
   - Necessary unplanned expenditures need to be incurred to enhance the program. A budget adjustment is necessary to allocate funds to the new cost category.

2. If the vendor's contracted budget does not identify a line item or cost category for a desired expenditure, then a SIX MONTH FINANCIAL REPORT (Exhibit C) shall be submitted to the ELC for authorization. Items authorized prior to the annual budget revision in January should be included and ratified in the annual budget revision. Changes to the budget, however, may be authorized subsequent to the annual budget revision in January through the use of the SIX MONTH FINANCIAL REPORT (Exhibit C). All approved changes to the budget become a part of the contract with the ELC.

3. The ELC will reimburse only up to the maximum amount specified in the contract. Any approved budget changes that increase total program expenditures shall only become part of the contract with the ELC through a signed contract amendment, which shall require ELC Board approval.

Fiscal Monitoring
1. The Coalition's fiscal monitoring goal is to ensure that contract funds are spent prudently and in accordance with contract guidelines.

2. There will be a minimum of one onsite fiscal monitoring visit per contract year and four quarterly desk reviews.

3. The fiscal monitoring is conducted by ELC fiscal staff. In addition, the Coalition may designate other representatives to conduct the fiscal monitoring.

4. The point of reference for fiscal monitoring is the executed contract and any approved revisions to the contract and or the budget.

5. The monitoring activity may include but not be limited to the following:
   - An entrance interview will consist of inquiries of agency staff regarding policies and procedures to enhance the Coalition's understanding of how the agency administers the ELC contract.
- The ELC will conduct a verification process to ensure contract provisions are followed. The ELC will select a sample of expenditures from monthly reimbursement requests for travel, salaries, goods and services. This sample will cover expenditures in a number of cost categories. The items selected in this sample will be examined and compared to the vendor's documentation of costs claimed to ensure costs were allowable, properly documented, and occurred in the period of availability. In addition, salaries charged to the contact will be reviewed for reasonableness as documented by the contact budget and personnel activity reports.

- The Coalition will review the vendor's audited financial statements to ensure the proper audits were obtained. The financial statements and management letter will also be reviewed for questioned costs and reportable conditions related to the Coalition's programs. The Coalition will review the vendor's fixed asset schedule of property acquired with Coalition funds. The Coalition will perform an annual count of items sampled from the vendor's fixed asset listing.

- The Coalition will perform a review of the vendor's internal control procedures (internal controls survey will be provided).

- A Coalition will review subcontracts relating to the ELC contract (if applicable).

- The Coalition will conduct an exit interview to document the procedures performed and the results of those procedures.

- The Coalition will provide a written monitoring report within 30 days of the visit. The ELC will keep a copy on file for review by the ELC auditors. Another copy is sent to the vendor for the vendor's records. The written fiscal monitoring report should, where necessary, note any disallowance of expenses billed by the provider agency and schedule a time for repayment as appropriate.

- The vendor shall prepare a written response to the monitoring report detailing corrective actions that will be taken to correct weaknesses identified by the report.
PROPOSAL RATING FORM
(Eligibility Determination, Application Processing, Slot Management & Provider Payments)

Proposer: ________________________________________________________________
Reviewer: ________________________________________________________________
Service: __________________________________________________________________

RFP PROPOSAL RATING FORM/SCORING METHODOLOGY:

5 = Superior Capability - Proposer offers a superior capability and approach.
3 = Above Average Capability - Proposer offers an above average capability and approach.
1 = Average Capability - Proposer offers a fair understanding, average capability and a good approach.
0 = Marginal Capability - Proposer offers little or no direct capability and/or marginal understanding.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Indicator</th>
<th>Rating</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION 4.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENERAL STATEMENTS</td>
<td>1. The Proposer demonstrates clear objectives with strategies for responding to existing Coalition and state mandates ensuring a balance of quality and quantity of service and provides a strategic plan demonstrating the methods to achieve stated objectives and outcomes.</td>
<td></td>
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<td></td>
<td>2. The Proposer demonstrates flexible and creative strategies to implement the program, objectives, and requirements.</td>
<td></td>
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<td></td>
<td>3. The Proposer demonstrates a clear understanding of the requirements of the school readiness, state mandated VPK program and family related services and programs.</td>
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</tbody>
</table>
### SECTIONS 3.7(4), 4.2 and Exhibit J

<table>
<thead>
<tr>
<th>SCOPE OF SERVICES and MANAGEMENT INFORMATION SYSTEM</th>
<th>1. The Proposer addresses each component of the scope of services.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. The Proposer submitted documentation that ensures that all IT systems and procedures are compatible with OEL and Coalition systems.</td>
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<tr>
<td></td>
<td>3. The Proposer provides a description of its Management Information System (MIS) and describes how computer hardware and software equipment being proposed is sufficient to comply with both internal and external data requirements such as daily updates of client/family information and the on-site monitoring of the status of family eligibility.</td>
</tr>
</tbody>
</table>

### SECTION 4.3

#### Child and Family Eligibility and Enrollment

Plan to deliver eligibility, enrollment and maintenance services for both School Readiness and VPK. Ability to maintain all record keeping and EFS input to insure service provision/ deliverables. Capability of conducting financial analysis on utilization and cost of all program funds.

| 1. The Proposer addresses each component of the Child and Family Eligibility/Enrollment. |
| 2. The Proposer describes how they will provide efficient and effective accessible CCR&R service for "At-Risk" clients. |
| 3. The Proposer describes an infrastructure to deliver integrated services to approximately 15,700 School Readiness children, 16,000 VPK children (includes 15,000 for school year and 1,000 summer program), 2,800 children funded by CSC and 642 children funded through CCEP. |
| 4. The Proposer states that for “At-Risk” clients, family service specialists will be state certified at the level and in the required time frames as stated in the CCR&R Program Requirements. The Proposer demonstrates that they have the required trained staff and appropriate equipment to offer quality CCR&R services to “At-Risk” clients. |
5. The Proposer demonstrates their commitment to staff training and quality assurance. The Proposer has presented a detailed plan to address training and staff development, Database management, and customer service goals.

6. The Proposer describes how they will detect and address gaps in service.

7. The Proposer describes how they will develop a web presence that would be specific to the operation in Broward County.

8. The Proposer ensures that a variety of child care settings will be available to parents and guardians including at-risk populations (parental choice).

9. The Proposer describes how they will provide child care information to parents with children who have special needs.

10. The Proposer describes a plan for maintaining a simplified point-of-entry, a unified waiting list infrastructure and coordination of services for all programs.

11. The Proposer demonstrates the ability to maintain all record keeping and EFS data input to ensure service provision.

12. The Proposer addresses a process for collecting data and generating reports.

13. The Proposer attests to their ability to fulfill all the items in this section.

14. The Proposer includes a plan of client determination and eligibility. The Proposer states that for “At-Risk” clients, family service specialists will be state certified at the level and in the required time frames as stated in the CCR&R Program Requirements. The Proposer demonstrates that they have the required trained staff and appropriate equipment to offer quality CCR&R services to “At-Risk” clients, according to State and Coalition policy and guidelines.

15. The Proposer demonstrates an understanding and plans for the urgency of At-risk placements.

16. The Proposer attested that they will meet the performance measures described.
17. The Proposer describes a track record of having met similar performance measures.

### SECTION 4.4

**FAMILY SUPPORT RELATED TO EARLY CARE/EARLY LEARNING**

1. The Proposer addresses each component of the Family Support Related to Early Care/Early Learning.

2. The Proposer states how services will be provided in a family friendly environment.

3. The Proposer describes its process to provide a responsive parent support service.

4. The Proposer attests that they will meet the performance measures described in the RFP.

5. The Proposer emphasizes the importance of the parent as the child’s first teacher.

6. The Proposer describes a track record of having met similar performance measures.

### SECTION 4.5

**PROVIDER PAYMENT**

1. The Proposer addresses each component of Provider Payment Management.

2. The Proposer includes a plan for slot utilization management.

3. The Proposer outlines a process for maintaining and administering SR and VPK.

4. The Proposer attests that they will meet the performance measures described in the RFP.

5. The Proposer describes a track record of having met similar performance measures.
5. The Proposer describes a track record of having met similar performance measures.

6. The Proposer addresses each component of the Provider Payments.

7. The Proposer includes a plan to detect and report fraud issues.

8. The Proposer outlines a process for verifying child attendance to ensure accuracy of provider payment.

9. The Proposer outlines a process for monitoring providers to ensure services were provided for the reimbursed invoices.

10. The Proposer includes a plan for administering quality based, special needs and other rates as established by the Coalition.

11. The Proposer attests that they will meet the performance measures described in the RFP.

12. The Proposer describes a track record of having met similar performance measures.

**SECTION 4.6**

**SLOT UTILIZATION MANAGEMENT**

1. The Proposer ensures that at risk population are placed in licensed facilities or programs identified in the procurement.

2. The Proposer outlines a process to maintain electronic records and data that allows for state and federal reports; that can track client eligibility, provide accurate invoices & financial information, as well as reports required by OEL IT resources.

3. The Proposer outlines a process to ensure data quality and integrity.

4. The Proposer describes a process for addressing client complaints.

5. The Proposer ensures that fees are established, reviewed, documented and assessed.
6. The Proposer describes the types of slot utilization analysis to be performed on a regular basis, including trend analysis and projections.

7. The Proposer outlines how slot utilization analyses will be used to make spending plans and recommendations.

8. The Proposer describes a realistic plan for closely tracking enrollments and utilization.

9. The Proposer describes the methodology to track the number of children served, by child and funding stream from entry until exit from services.

10. The Proposer attests that they will meet the performance measures described in the RFP.

11. The Proposer describes a track record of having met similar performance measures.

### SECTION 5.2

#### STAFFING AND ADMINISTRATIVE REQUIREMENTS

**Administrative Capacity**
The proposal demonstrates organizational qualifications, including experience with similar projects and/or clientele.

**Staffing Requirements**
The qualifications of the proposed key staff match the knowledge and skills required.

1. The Proposer addresses each component of the Staffing and Administrative Requirements.

2. The Proposer includes a description and chart of their organizational structure with clear lines of accountability among project staff and how it relates to this project.

3. The Proposer demonstrates experience working with the population or a similar one; previous projects were similar in size and scope to the services described in the RFP.

4. The Proposers’ description of experience with similar projects should include, but not be limited to, scope of similar or related services previously provided, geographical areas, staff specialties, programmatic capacity, and number of years providing early care and education services, and quantitative outcomes.
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>The proposal includes a work plan that defines key tasks, adequate staffing and accountability.</td>
<td>5. The Proposer includes a plan that ensures corrective action plans will be implemented in a timely manner and monitored to ensure compliance.</td>
<td></td>
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<tr>
<td></td>
<td>6. The proposer outlines a service plan that clearly identifies service delivery location, service times and equipment.</td>
<td></td>
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<td></td>
<td>7. The Proposer provides corroborating details that indicate it is able to manage and complete the proposed project and is an entity in good standing with local oversight organizations and with applicable state and federal agencies.</td>
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<td></td>
<td>8. The Proposer presents a plan to ensure the focus is on customer service, the skills/development of employees, and cost.</td>
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<td></td>
<td>9. The Proposer provides enough information on the key project staff that clearly demonstrates their capacity to fulfill their responsibilities under project.</td>
<td></td>
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<td></td>
<td>10. The Proposer describes key project staff responsibilities.</td>
<td></td>
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<td></td>
<td>11. The Proposer work plan demonstrates a strategy for combining similar responsibilities and a comprehensive delivery system which is effective and efficient.</td>
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<tr>
<td></td>
<td>12. The Proposer includes a staffing plan that is adequate to provide administrative and direct services.</td>
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<tr>
<td></td>
<td>13. The Proposer includes salary ranges and minimum education requirements for each position.</td>
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<td></td>
<td>14. The Proposer ensures that a sufficient number of staff is bilingual.</td>
<td></td>
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<td></td>
<td>15. The proposal includes a plan for ongoing quality assurance that staff are performing their duties appropriately and in compliance with required rules and regulations.</td>
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<tr>
<td></td>
<td>16. The Proposer’s previous or related experience working with the client population described in this RFP and the Proposer’s performance. The description should include, but not be limited to, scope of similar or related experience.</td>
<td></td>
</tr>
</tbody>
</table>
services previously provided, geographical areas, staff specialties, programmatic capacity, experience with Service Agreements or other similar agreement types, number of years providing child care and related services, and quantitative outcomes.

**SECTION 5.6 & 5.7**

**RECORDS AND DOCUMENTATION, REPORTS**
The Proposer understands documentation and record keeping requirements.

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>The Proposer addresses each component of the Records and Documentation, Reports.</td>
</tr>
<tr>
<td>2.</td>
<td>The Proposer presents a complete plan for the completion and submission of reports.</td>
</tr>
<tr>
<td>3.</td>
<td>The Proposer presents a plan for collecting, maintaining, utilizing data and provides the necessary level of confidentiality that is statutorily required.</td>
</tr>
<tr>
<td>4.</td>
<td>The Proposer describes the accessibility of the data to the Coalition.</td>
</tr>
<tr>
<td>5.</td>
<td>The Proposer includes a method of storing all required documents that is adequate in terms of security, capacity, and efficiency.</td>
</tr>
<tr>
<td>6.</td>
<td>The Proposer has the capability of producing ad hoc reports requested by the Coalition.</td>
</tr>
<tr>
<td>7.</td>
<td>The Proposer addresses maintenance of client records and confidentiality of all records.</td>
</tr>
</tbody>
</table>

**SECTION 6**

**FINANCIAL SPECIFICATION**
Financial Capacity

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>The Proposer addresses each component of the Financial Specifications.</td>
</tr>
<tr>
<td>2.</td>
<td>The Proposer presents a complete cost allocation plan with allocation methodologies and ability to track and record the local match.</td>
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<tr>
<td></td>
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<tr>
<td>the Proposer’s ability to manage the fiscal aspects of this project.</td>
<td>3. The Proposer clearly demonstrates the ability to have working capital to complete the project, including funds available to support 30 days of expenses independent of Coalition funding.</td>
</tr>
<tr>
<td>Cost Allocation, Allowable Costs and Disallowances</td>
<td>4. The Proposal describes a sound approach to fiscal oversight and fiscal reporting, using Generally Accepted Accounting Principles (GAAP).</td>
</tr>
<tr>
<td>Appendix G and G-1 – Budgets The costs appear reasonable to provide the program/services The budget narrative clearly describe the line item budget.</td>
<td>5. The Proposal demonstrates projects in which the Proposer acquired experience managing federal, state, and local funds.</td>
</tr>
<tr>
<td></td>
<td>6. The Proposer attests that they have tangible evidence of a history of integrity, business ethics and fiscal accountability.</td>
</tr>
<tr>
<td></td>
<td>7. The Proposer presents a plan to comply with Coalition requirements with regard to audits and financial matters.</td>
</tr>
<tr>
<td></td>
<td>8. The Proposer ensures a capability of submitting invoices by the 15th of the month.</td>
</tr>
<tr>
<td></td>
<td>9. The Proposer presents a plan for financial documentation and reporting. If a private corporation, the last audit indicated no material findings. The last audit report has no noted internal weaknesses or material findings, including non-compliance with contracts under the guidelines of the State and Federal Single Audit Acts. The last audit report resulted as an unqualified audit report as expressed by an independent Certified Public Accounting firm.</td>
</tr>
<tr>
<td></td>
<td>10. The Proposer submitted a complete budget for each of the five fiscal years covered by this RFP.</td>
</tr>
<tr>
<td></td>
<td>11. The Proposer presented a complete line-item budget for the component of services, with narrative that provides clear explanation of each expensed item.</td>
</tr>
<tr>
<td></td>
<td>12. The expenses are reasonable and necessary.</td>
</tr>
<tr>
<td></td>
<td>13. The expenses relates to the processes and purposes of the program.</td>
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<tr>
<td>14.</td>
<td>The administrative or overhead costs are reasonable and necessary. The percentage (%) of the administrative and indirect cost/overhead cost for SR and VPK (all budgeted cost except childcare cost) is reasonable when compared to the percentage (%) of cost for direct services (child care cost).</td>
</tr>
<tr>
<td>15.</td>
<td>The budget includes a narrative that provides a clear explanation of each item.</td>
</tr>
<tr>
<td>16.</td>
<td>The line item budget includes staff salaries for all staff necessary for implementation of the program/services.</td>
</tr>
<tr>
<td>17.</td>
<td>The Proposer brings other resources to the project that will support the Coalition’s programs.</td>
</tr>
<tr>
<td>18.</td>
<td>The financial risk management plan effectively reduces internal and external risks to an appropriate level in the most cost effective manner.</td>
</tr>
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</table>
Proposal Ranking Form

Sample Weighted Evaluation Scoring Tool (ELC 2)

<table>
<thead>
<tr>
<th>Section</th>
<th>Area</th>
<th>#</th>
<th>Questions</th>
<th>Max Points</th>
<th>Weight</th>
<th>Max. Weighted Score</th>
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</thead>
<tbody>
<tr>
<td>4.1</td>
<td>General Statements</td>
<td>3</td>
<td>3</td>
<td>15</td>
<td>5%</td>
<td>0.75</td>
</tr>
<tr>
<td>3.7(4),4.2</td>
<td>Scope and MIS</td>
<td>3</td>
<td>3</td>
<td>15</td>
<td>5%</td>
<td>0.75</td>
</tr>
<tr>
<td>4.3</td>
<td>Eligibility and Enrollment</td>
<td>17</td>
<td>17</td>
<td>85</td>
<td>10%</td>
<td>8.5</td>
</tr>
<tr>
<td>4.4</td>
<td>Family Support Services</td>
<td>6</td>
<td>6</td>
<td>30</td>
<td>10%</td>
<td>3</td>
</tr>
<tr>
<td>4.5</td>
<td>Provider Payment</td>
<td>12</td>
<td>12</td>
<td>60</td>
<td>15%</td>
<td>9</td>
</tr>
<tr>
<td>4.6</td>
<td>Utilization Management</td>
<td>11</td>
<td>11</td>
<td>55</td>
<td>10%</td>
<td>5.5</td>
</tr>
<tr>
<td>5.2</td>
<td>Staffing</td>
<td>16</td>
<td>16</td>
<td>80</td>
<td>15%</td>
<td>12</td>
</tr>
<tr>
<td>5.6 &amp; 5.7</td>
<td>Records</td>
<td>7</td>
<td>7</td>
<td>35</td>
<td>5%</td>
<td>1.75</td>
</tr>
<tr>
<td>6</td>
<td>Finance</td>
<td>18</td>
<td>18</td>
<td>90</td>
<td>25%</td>
<td>22.5</td>
</tr>
</tbody>
</table>

93     375     100%    41.25
Child Care Resource and Referral Requirements Document

A Publication of the
Office of Early Learning
# Table of Contents

<table>
<thead>
<tr>
<th>I.</th>
<th>Overview</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>II.</td>
<td>Rule 6M-9.300, Florida Administrative Code (FAC) Child Care Resource and Referral (CCR&amp;R) Rule</td>
<td>4</td>
</tr>
<tr>
<td>III.</td>
<td>Child Care and Development Fund (CCDF) State Plan (CCR&amp;R Sections)</td>
<td>7</td>
</tr>
<tr>
<td>IV.</td>
<td>CCR&amp;R Evaluations, Forms, Procedures and Reports</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>– Evaluations</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>– Quality Assurance Assessments</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>– ELC CCR&amp;R Staff List</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>– Requests for Other Information</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>– Annual Provider Updates</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>– ‘Community Education and Outreach Annual Plan’ for families and providers</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>– Semiannual Narrative Report</td>
<td>11</td>
</tr>
</tbody>
</table>
I. Overview

Child Care Resource and Referral (CCR&R) serves as the “front door” to all services offered through a coalition or the coalition’s contracted service provider. In accordance with Rule 6M-9.300, Florida Administrative Code (FAC); sections(s) 1002.84(3) and 1002.92, Florida Statutes (F.S.); Child Care and Development Fund Plan (CCDF) Florida State Plan; and the Office of Early Learning Grant Agreement; early learning coalitions and/or their contracted service provider must offer parents assistance with locating child care and information that will help parents make an informed decision, as well as additional information and community resources as appropriate.

CCR&R services shall be locally administered, coordinated and overseen by CCR&R entities as established in accordance with ss. 1002.84(3) and 1002.92, F.S. In order to protect the confidentiality rights of parents and to guarantee high quality CCR&R services in accordance with ss. 1002.84(3) and 1002.92, F.S., the coalition shall guarantee that all CCR&R staff complete a CCR&R Specialist Level 1 evaluation within the first four months of training as a CCR&R specialist. The coalition shall also guarantee that CCR&R coordinators and designated trainers achieve coordinator certification by completing the CCR&R coordinator evaluation within four months of employment as a coordinator or designated trainer.

All coalition-designated CCR&R staff shall participate in CCR&R conference calls and webinar training conducted by the Office of Early Learning (OEL). Additionally, CCR&R staff designated by the coalition shall attend OEL-conducted CCR&R regional or statewide training and relevant conferences as coalition funds permit.

A coalition shall follow the minimum standards required to guide the coalition in delivering CCR&R services to a family. The CCR&R Program Requirements document serves as a resource to the coalitions for implementation of the CCR&R program at the local level. The CCR&R Program Requirements address performance expectations, such as customer service criteria, staff training and certification, consumer services and information, and database maintenance. It also addresses the expectation of each CCR&R specialist to explain various types of legally operating early learning and school-age child care providers.
II. Rule 6M-9.300, (FAC), Child Care Resource and Referral

(1) Child Care Resource and Referral (CCR&R) Services.
(1)(a) - CCR&R services shall be locally administered, coordinated, and overseen by CCR&R agencies as established in accordance with section(s) 1002.84(3) and 1002.92, Florida Statutes (F.S.), Child Care and Development Fund Plan (CCDF Florida State Plan); and the Office of Early Learning Grant Agreement;
(1)(b) - Early learning coalitions and/or their contracted CCR&R agencies shall offer CCR&R services including early learning referrals, consumer education resources, and information regarding community resources to each individual requesting CCR&R services, including but not limited to individuals specifically requesting CCR&R services, individuals applying for school readiness services, and individuals with a child who has a suspected or diagnosed special need or disability. CCR&R services shall be offered without regard to an individual’s level of income, or individual circumstances. CCR&R services shall be available for all children, aged zero (0) through twelve (12) including unborn children and children aged thirteen (13) through eighteen (18) who are physically or mentally incapable of self-care or are under court supervision.
(1)(c) - Each CCR&R agency shall provide CCR&R services without cost to the individual requesting services within three (3) business days of the individual’s request for services.
(1)(d) - Each CCR&R agency shall attempt to personally contact an individual requesting services in an emergency situation within two (2) business hours of becoming aware of a request for services and, if the CCR&R agency is unable to make personal contact, continue to make contact at least once every two (2) business hours. The CCR&R agency shall provide CCR&R services within 24 business hours of the time the CCR&R agency makes personal contact with the individual requesting services in an emergency situation. Emergency situations include but are not limited to:
1. Closure of a child care or early learning provider with less than forty-eight (48) hours of notice;
2. Declaration of a state of emergency by local, state, or federal officials which affects families and providers within the CCR&R agency’s service area; and
3. Family emergencies including the death or hospitalization of a parent or guardian, a change in custody of a child with less than forty-eight (48) hours of notice, or a change in employment or employment status with less than forty-eight (48) hours of notice.
(1)(e) - Notwithstanding paragraphs (1)(c) and (d) of this rule, the CCR&R agency is not required to provide services or attempt to contact an individual requesting services in emergency situations if the CCR&R agency is unable to operate as a result of a state of emergency as declared by local, state, or federal officials.
(1)(f) - Each CCR&R agency shall establish and implement a plan for ensuring that CCR&R services are accessible to all individuals within its service area, including individuals who have limited access to telephone services, internet services, or transportation. The CCR&R agency may utilize technology and may coordinate with other CCR&R agencies and community entities in order to expand the accessibility of services.
(1)(g) - At least one physical location for CCR&R services shall be available in each CCR&R agency’s service area. Each CCR&R agency shall designate a minimum of forty (40) hours each week when individuals requesting services may meet with staff in person on an appointment or walk-in basis to receive CCR&R services within the coalition’s service area. In addition, each CCR&R agency shall make staff members available to provide CCR&R services a minimum of forty (40) hours per week via telephone. CCR&R agencies shall be permitted to reduce the number of weekly hours of in person and telephone availability by a maximum of eight (8) hours for each local, state, or federal holiday and each business day during which a local, state, or federal emergency, which makes the CCR&R agency unable to operate, is declared.
(1)(h) - Each CCR&R agency shall maintain a web site and at least one other form of advertisement within its service area that describes the services offered and provides the CCR&R agency’s contact information and, if
the CCR&R agency is not also an early learning coalition, the contact information of the early learning coalition in which the CCR&R agency operates.

(2) - CCR&R services may be offered via telephone, e-mail, on-line, fax or in person. Child care referrals shall be generated using the statewide information system maintained by the Office of Early Learning. Each referral shall be customized by entering the following information:

a. Type of household;
b. Relationship to child;
c. Reason for care;
d. Child care issues;
e. Days/time care is needed;
f. Child’s date of birth;
g. Type of program requested;
h. Child’s special need, if applicable;
i. Family’s primary language if not English; and
j. Requests for enhanced services.

(3) - Each CCR&R agency shall provide an informational packet to each individual requesting service within six (6) business days of the date upon which the individual requested services. The early learning coalition and/or CCR&R agency is not required to provide an informational packet if the individual requesting services has declined receipt of an informational packet. The individual requesting services may choose to pick up an informational packet in person or to receive an informational packet by mail, email, or fax. At a minimum, an informational packet shall contain:

(a) A cover letter including:
   1. A disclaimer statement indicating that the information contained in the informational packet constitutes an unbiased referral for child care services and is not a recommendation regarding the quality of a child care program or the provider’s services;
   2. Suggestions describing how a family may proceed in the search for an appropriate provider;
   3. The web address of the state child care provider licensing database and, if available, the phone number of the local licensing agency;
   4. An invitation to contact the CCR&R agency again if further assistance is required; and
   5. The contact information of the CCR&R agency, the contact information of the early learning coalition in the event that the early learning coalition is not the CCR&R agency, and the toll-free phone number and website (866-357-3239) of the Office of Early Learning.

(b) A child care referral printout which lists a minimum of five (5) providers matching the criteria requested by the individual requesting information unless less than five (5) providers within the CCR&R agency’s service area meet the criteria requested.

(c) Other information deemed appropriate by the CCR&R agency, as requested by the individual requesting services. Requests for other appropriate information shall be recorded in the statewide information system maintained by the Office of Early Learning.

(4) - Each CCR&R agency shall offer a list of relevant consumer education resources and community resources, including the manner in which each resource may be obtained, to all individuals requesting CCR&R services based upon the information provided by the individual requesting services. The list of relevant consumer resources shall include an offer to provide guidance regarding the content of the list and availability of resources. Each CCR&R agency shall access and maintain current subscriptions to relevant consumer education resources and community resources. Relevant consumer education resources and community resources include but are not limited to:
(a) A resource list or directory of community services for all counties in the early learning coalition service area in which the CCR&R agency operates;
(b) United Way Directory, FLAIRS, 2-1-1;
(c) Information from and contact information for the Department of Children and Families;
(d) Information from and contact information for the Department of Education;
(e) Information regarding Florida KidCare;
(f) Information regarding Abuse Registry;
(g) The Florida Directory of Early Childhood Services (Central Directory);
(h) Resources provided by the Office of Early Learning including “A Family Guide for Selecting Quality Early Learning Programs” and “A Quality Checklist for Evaluating Early Learning Programs”; and
(i) Any other resources as needed and appropriate to the specific needs of the individual family.

(5) - Prior to the CCR&R agency’s last business day in May, each CCR&R agency shall provide and annually update the following information in the statewide information system maintained by the Office of Early Learning for each organization offering family day care, public and private child care programs, head start, prekindergarten early intervention programs, special education programs for prekindergarten handicapped children, services for children with developmental disabilities, full-time and part-time programs, before-school and after-school programs, vacation care programs, parent education, the WAGES Program, and related family support services within the early learning coalition’s services area. At a minimum, the CCR&R agency shall provide the following information for each organization:

(a) Contact information;
(b) Accreditation status;
(c) Program styles offered;
(d) Schedule;
(e) Ages served;
(f) Enrollment information and vacancies;
(g) Curriculum type;
(h) Private pay rates charged;
(i) Environment;
(j) Special services offered;
(k) Languages other than English spoken fluently by the provider’s staff;
(l) Staffing;
(m) Transportation; and
(n) Meal options.

(6) - CCR&R agencies are encouraged to ensure that the information listed in paragraph (5) above is included in the statewide information system maintained by the Office of Early Learning for all other legally operating early learning and school age child care providers, such as recreational facilities and nanny and au pair agencies.

(7) - Early learning coalitions and/or CCR&R agencies are prohibited from charging a provider a fee for identifying the provider through the statewide information system.

(s. 1002.92, F.S.; Rule 6M-9.300, FA; CCDF State Plan 2.2.3 )
III. Child Care and Development Fund Plan (CCDF)

The CCDF Plan describes the CCDF programs to be administered by the state of Florida for the period 10/1/2013 – 9/30/2015. As provided for in the applicable statutes and regulations, the Lead Agency has the flexibility to modify this program at any time, including amending the options selected or described.

In accordance with s. 1002.92, F.S., as part of the School Readiness (SR) Program, OEL shall establish a statewide CCR&R network that is unbiased and provides referrals to families for child care and information on available community resources. The expected result of CCR&R activities is to verify that the coalition makes CCR&R services available and accessible to all Florida families. CCR&R services support families in becoming self-sufficient and making informed decisions about child care. (CCDF State Plan 1.2.3)

The Child Care Resource and Referral (CCR&R) program serves all parents seeking early learning services in Florida free of charge. The CCR&R program is comprised of specialized staff trained to interact directly with the children, families and providers served through the Office of Early Learning programs. Trained staff provides consumer education on quality indicators for early learning to inform families on how to recognize quality early learning programs.

CCR&R specialists also refer families to early learning programs, and provide information and referrals to other resources within their local communities. The Child Care Resource and Referral State Network serves two fundamental purposes to help parents identify and select quality early learning programs that best meet their children’s needs and to provide technical assistance that addresses and improves the quality, availability and affordability of child care. This is accomplished by providing information and resources to families, child care professionals, government entities and other individuals on state programs and services available to families, quality early learning options and work/family solutions.

Each CCR&R program maintains a database of all legally operating child care providers in its service area. The CCR&R database contains licensed, license-exempt, faith-based, registered family child care homes, and non-traditional child care providers. This database is the data source for families searching for child care arrangements, and the data also supports local businesses by serving as advertisement for child care services.

Additionally, each family who contacts CCR&R for information is provided a non-biased listing of child care providers that meet that family’s individual need, suggestions on how the family can proceed with its search for a child care provider, website information for the state licensing database, and an invitation to call back if further assistance is needed. Parents are also provided with electronic or printed items created by the Office of Early Learning to assist parents in their search for quality care; among them are: a “Quality Checklist” for evaluating early learning programs and a “Family Guide for Selecting Quality Early Learning Programs.”
CCDF Plan – 1.2.3

The CCDF Plan describes the programs to be administered by the state of Florida for the period 10/1/2013 through 9/30/2015. Listed below are the CCR&R/School-Age activities described in the CCDF Plan that will be carried out by each early learning coalition. The anticipated results of these activities are also listed below. The Office of Early Learning has the flexibility to modify this program at any time, including amending the options selected or described.

School-Age/Child Care Resource and Referral Targeted Funds

<table>
<thead>
<tr>
<th>Activity</th>
<th>Purpose</th>
<th>Projected Impact and Anticipated Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional CCR&amp;R Services</td>
<td>To help all families make an informed choice about the early learning program for their child(ren) and to offer community resources to help families with other services needed for their family.</td>
<td>Families throughout the state have access to a locally operated location in each service area for CCR&amp;R services that offer services a minimum of 40 hours a week, via phone, appointment, and walk-in bases. This results in increased availability of CCR&amp;R services to all families, including but not limited to, those applying for or on a wait list for School Readiness services, families in need of community resources, families with a child who has a suspected or diagnosed special need or disability, and families that are able to pay full price for an early learning program for their child(ren).</td>
</tr>
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</table>

Regional CCR&R Services

Provide information including, but not limited to, consumer education resources, contact information to community supports, unbiased referrals to access early learning programs and customized reports for families seeking programs for children with special needs. Services are provided regardless of a family’s income and/or individual circumstances. Regional offices maintain databases of legally operating child care providers and update the information annually. CCR&R services are provided by trained CCR&R Specialists and are available for all children, birth through twelve (12) including unborn children and children aged thirteen (13) through eighteen (18) who are physically or mentally incapable of self-care or are under court supervision.
## Quality Expansion Targeted Funds

| Activity                                                                 | Purpose                                                                                                                                                                                                                                                                                                                                 | Projected Impact and Anticipated Results                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| **Coordinate early childhood and school-age service delivery**          | The Office of Early Learning coordinates with 30 early learning coalitions and Department of Health and Department of Children and Families to ensure the child care needs of parents are met by                                                                                                                                                                                                                                                                        | Child care referrals, community resources and health care services shared across agencies, to enrich the lives of families in Florida.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Local community organizations (child care resource and referral, Red Cross) | • Assisting parents through the referral process                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                         | • Ensuring parental choice for all parents/custodians                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                         | • Sharing community resources with families as needed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                         | • Training local entities to deliver quality services to all families                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                         | • Maximizing resources to serve more families/children                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                         | • Collaborating with the Department of Health to provide access to health care for families and children as needed                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                         | • Collaborating with the Department of Children and Families to provide access to food stamps, cash assistance and other resources, as needed                                                                                                                                                                                                                                                                                                                                                   |
IV. CCR&R Evaluations, Forms, Procedures and Reports

**Level 1 Evaluation** - All CCR&R specialists, including staff with blended responsibilities (CCR&R/SR/VPK/SPE/Inclusion), who provide CCR&R referrals and/or consumer information, must pass the CCR&R specialist Level 1 evaluation, using the most recent OEL approved form, prior to completion of their fourth month of training as a CCR&R specialist. The evaluation must be submitted by the CCR&R coordinator, via e-mail, fax or mail to the Office of Early Learning’s CCR&R State Network. All evaluation result letters and certificates will be mailed to the CCR&R coordinator.

- The Level 1 certificate is valid for one year, from the date of the result letter. CCR&R staff achieving Level 1 must retake the evaluation within one year from the date of the result letter.
- Any CCR&R staff with more than a 2-year break in employment and/or work responsibilities in CCR&R must re-take the Level 1 Evaluation.
- An updated ELC CCR&R Staff List must be sent to the Office of Early Learning’s CCR&R State Network by August 31 of each fiscal year and within five days of staffing changes.
- CCR&R Specialists who do not achieve Level 1 certification on the evaluation must repeat the following orientation/training and evaluation process within 90 calendar days from the date of the result letter:
  - All orientation/training activities
  - Retake the Level 1 Evaluation

**Level 2 Evaluation** - The Level 2 Evaluation is not required by the Office of Early Learning.

- If a staff passes Level 2, they do not have to repeat Level 1 annually or repeat Level 2 unless they achieve an unsatisfactory score on a Quality Assurance Assessment conducted by the OEL Program Integrity Unit.
- Any CCR&R staff with more than a 2-year break in employment and/or work responsibilities in CCR&R must re-take the Level 1 Evaluation.

**CCR&R Coordinator Evaluation** - All CCR&R coordinators and designated trainers must achieve coordinator certification by completing the CCR&R Coordinator Evaluation, using the most recent OEL approved form, within four months of assuming their position. The CCR&R Coordinator Evaluation consists of completing the Level 1 Evaluation and Coordinator Evaluation. Completed evaluations will be submitted to the Office of Early Learning CCR&R State Network.

**CCR&R Quality Assurance Assessments** - CCR&R coordinator and/or designated supervisor must use the most recent OEL approved CCR&R Quality Assurance Assessment form to observe each CCR&R specialist, (including blended staff) conducting a complete family interview and generating child care referrals at least once per fiscal year. Save locally on file for monitoring review.

**ELC CCR&R Staff List** - Coalition will submit an ELC CCR&R Staff List, using the most recent OEL approved form, to the OEL CCR&R State Network by July 31 of each fiscal year and within 5 days of CCR&R staff changes.
CCR&R Requests for Other Information - Coalition will enter all requests for information or services, other than child care referrals, using the most recent instructions provided by the OEL CCR&R Network. When customer (parent, provider, coalition, community agency, etc.) requests information or services other than child care referrals, the correct code must be entered into the OEL CCR&R database interview screen. CCR&R staff must use the codes contained in the current version of the OEL standard codes document. This data entry is required for reporting purposes and crediting the actual work completed by CCR&R staff.

- The purpose for this data entry is to record “Requested Other Info” when the customer is not requesting child care referrals. A child care referral will override the “Requested Other Info” code.
- It is expected that all CCR&R specialists will assist customers with requests for community resources, in addition to offering child care referrals, the first time they call for referrals, as this is part of CCR&R.
- If the customer calls back, requesting additional community resources but does not need child care referrals, the CCR&R specialist must complete a new interview and check the appropriate “Requested Other Info” code.
- Provider updates can only be counted in this field if the provider requests information/technical assistance, in addition to the provider update.

CCR&R Annual Provider Updates - Coalition must conduct annual provider updates of all legally operating providers in the CCR&R database by the last business day of May. The provider update process must follow the most recent provider update instructions provided by the Office of Early Learning CCR&R State Network. For details related to the provider update process, refer to the most current OEL provider update process and Frequently Asked Questions and Answers document located on SharePoint and distributed to all coalitions.

CCR&R Community Education and Outreach Plan - Coalition will prepare an annual CCR&R Community Education and Outreach Plan for families and providers, which contains planned activities in the coalition service area. This plan is due July 20 of each fiscal year. This plan will promote quality early learning, the value of CCR&R employer work/family benefits and provider recruitment/retention.

Possible activities may include, but are not limited to
- Displaying/distributing posters and/or brochures in key locations in the community.
- Setting up a booth/table or speaking at local health/employer fairs or other community events.
- Presenting at provider trainings.
- Speaking at local schools, colleges or parenting classes.

CCR&R Semiannual Narrative Report - Coalition will submit a Semiannual Narrative Report on the CCR&R community education and outreach activities that have been conducted during each six-month period. The reports will be due to the OEL CCR&R Network on January 20 and July 20 of each fiscal year and will follow the format provided by the OEL CCR&R Network.
ELC Policy Name: Redetermination Policy and Procedure
ELC Policy No.: 
Approval Date: pending board approval
Rev. Date(s): 5/31/05, 2/10/15
COA Standards: N/A

Purpose of Policy: To ensure the redetermination process for families receiving School Readiness services is completed in a timely, accurate manner, is convenient and responsive to the needs of working parents, lessens the burden on families and Contractor, and is structured to allow the maximum number of eligible children to continue to receive financially assisted early learning services.

Statement of Policy: It is the responsibility of the Early Learning Coalition of Broward County, Inc. ("ELC") and/or the ELC’s Contractor to conduct and manage the redeterminations for "economically disadvantaged" families in accordance with applicable Florida Statutes and Florida Administrative Codes as well as in accordance with the guidance and protocol of the appropriate governing state agency for the ELC.

Board Chair’s Signature: _____________________________ Date Signed: _____________________________
STATEMENT OF PROCEDURE:

Definition(s)

1. **Board** shall have the same meaning as it does in the ELC bylaws.

2. **Chair** shall have the same meaning as it does in the ELC bylaws.

3. **Chief Executive Officer (“CEO”)** shall have the same meaning as it does in the ELC bylaws.

4. **Client** shall mean the intended recipients of the ELC and/or Office of Early Learning (“OEL”) grant related activities or funding, including, but not limited to the ELC’S Voluntary Pre-Kindergarten (“VPK”) or School Readiness (“SR”) programs and services such as children, parents, and legal guardians.

5. **Complaint** shall mean notice of an adverse or unsatisfactory matter, process, result, or condition that is reported to the ELC.

6. **Contractor** shall mean those eligible licensed entities that contract directly with the ELC to provide School Readiness or Voluntary Pre-Kindergarten services and/or programs in accordance with Florida Statutes and provides monitoring, investigations and/or other oversight functions on behalf of the ELC to Service Providers. For purposes of this policy and procedure, the term “Contractor” shall have the same meaning as the term “lead agency” or “sub-recipient” in any statewide agreement(s) created by Office of Early Learning, any other governing state agency or authority for the ELC, any applicable federal or Florida statutes, or within any contract or agreement with a third party concerning VPK or SR services. An ELC 2 Contractor, as the term is defined in the policy and procedure, shall also be included in this definition.

7. **Enhanced Field System (“EFS”)** - A data management system used by the Office of Early Learning, the ELC and CONTRACTOR(s) to manage the Early Care and Education program.

8. **ELC Staff** means those persons directly employed by the ELC. This definition does not include the Chief Executive Officer for purposes of this policy and procedure.

9. **ELC 2 Contractor** - The entity chosen by the ELC as a result of its procurement activities to perform Eligibility Determination, Application Processing, Slot Management and Service Provider Payment services as those terms are defined and described in applicable Florida Statutes and Florida Administrative Codes and in the policies and procedure of the ELC on behalf of the ELC.

10. **General Counsel** shall mean the primary law firm contracted with the ELC to provide legal and general counsel services to the ELC.

11. **Grievant** shall mean a person or an entity that has filed a Grievance with the ELC or a Contractor in accordance with the ELC’S Grievance policy and procedure.

12. **Grievance** shall mean the filing of an official written complaint with the ELC or a Contractor by a Grievant in accordance with the ELC’S Grievance Policy and Procedure in which the Grievant seeks an official resolution and/or response regarding the complaint from the ELC or the Contractor.

13. **Grievance Form** shall mean an internal ELC-approved form utilized by the ELC for the documentation and reporting of a Grievance within the ELC.

14. **Member(s)** shall have the same meaning as it does in the ELC bylaws.

15. **School Readiness Programs** - Developmentally appropriate and research based programs that provide the necessary elements to prepare at risk children for school as described in Sections 1002.81-1002.97, Florida Statutes. The program offers financial assistance to low-income for early education and care so they can become financially self-
sufficient and their young children can be successful in school in the future.

16. **Service Agreement** - An agreement for service with a Service Provider that defines established criteria for the delivery of an Early Care and Education Program that may include an established rate of payment for a specified unit of service.

17. **Service Provider** shall mean an eligible public school, private school, or licensed child care entity that has provider agreement with the ELC and/or a Contractor to provide Voluntary Pre-Kindergarten ("VPK") or School Readiness ("SR") program services directly to children in Broward County in accordance with Florida Statutes. For purposes of this policy and procedure, the term "Service Provider" shall have the same meaning as the term "Provider" in any statewide agreement(s) for VPK and SR created by OEL, any other governing state agency for the ELC, any applicable federal or Florida statutes, or within any contract or agreement with a third party concerning VPK or SR services.

18. **Single Point of Entry/Service ("SPE")** shall mean the mechanism, method or process utilized by the ELC or its Contractor for Clients to enter and receive child care services through a single point of contact.

19. **Subcontractor** shall mean those persons or entities retained by a Vendor to provide work and/or service on ELC and/or OEL grant related activities and programs, which would include, but not be limited to VPK and SR related programs, pursuant to a direct contract between the Vendor and a Contractor or a Service Provider. A person or an entity may also be considered a Subcontractor for a Contractor or Service Provider under this definition if the Contractor has a sub-recipient SR or VPK contract with the ELC, or if the Service Provider has a SR Service Agreement with a Contractor, and said Contractor or Service Provider retains said person or entity to perform a portion or percentage of the contracted work on behalf of the Contractor or Service Provider under those original contracts.

20. **Waiting List (Unified Waiting List)** shall mean the list of children whose families are deemed preliminarily eligible for financial assistance for child care services in the county and are waiting for said care.

21. **Vendor** shall mean those persons or entities that have a contract with the ELC under which the Vendor provides technical assistance to the ELC, administrative or organizational support to the ELC, and/or licenses or certifies other entities or persons to provide care or child placement services in accordance with applicable Florida Statutes. For purposes of this policy and procedure, the term "Consultant" shall have the same meaning as the term "Vendor". For purposes of this policy, Vendor shall not include those persons retained through a contract with the ELC to provide traditional professional services on behalf of the ELC such as accounting, auditing or legal services.

22. **Voluntary Pre-kindergarten Education Program ("VPK")** - A free educational program designed to provide early learning opportunities for children and prepares kids for success that reside in the State of Florida who will have attained the age of four (4) years on or before September 1st of the school year, and who meet the criteria identified by applicable Florida Statutes pertaining to the Voluntary Pre-kindergarten Program.

**SUBMISSION TO ELC**

Prior to the institution of any policy, procedure or protocol regarding the redetermination process for Income Eligible Clients, the Contractor shall submit to the ELC for review and approval its policy, protocols and/or procedures for redetermination of income eligible families and management of the redetermination process. The Contract shall ensure that the Redetermination policy, protocols and procedure that are created by the Contractor and submitted to the ELC comply with applicable Florida Statutes, rules and regulations as well as with any guidance from the appropriate governing state agency for the ELC. The Redetermination policy, procedure and protocols must be approved prior to the implementation of changes made to the redetermination process.

**REDETERMINATION REQUIREMENTS OF A CONTRACTOR**

The Contractor's proposed redetermination policy shall be in compliance with Chapter 6M-4.209 Florida Administrative Code and conducted:
At least annually for every family that receives financially assisted school readiness services; and
An additional fifty (50) percent of a coalition’s enrollment during the same fiscal year, through a statistically valid random sample;

The Contractor’s proposed redetermination procedures and/or protocols shall meet the following, at a minimum:

- Establish two groups of enrolled families (economically disadvantaged):
  
  **Group A:**
  All families with children four (4) years of age, on or before September 1st of a given year, whose children are currently enrolled in the financially assisted school readiness system and/or newly determined eligible for financial assistance between the months of February – June of the previous fiscal year or between the months of July and November of the current fiscal year.

  **Group B:**
  All other families with children (economically disadvantaged):
  - birth through to age 3 years 11 months who are *not* Pre-K eligible* by September 1st of the given year; and
  - school-age; and/or
  - 4 years old, born on or before September 1st of a given year currently enrolled in the financially assisted school readiness system and/or newly determined eligible for financial assistance during the months of December and January of any given year. Year immediately prior to entering kindergarten; 4 years of age on or before September 1st of the given year.

- Conduct Redetermination at least annually for each family that receives financial assistance for school readiness services, and
- Conduct Redetermination for at least fifty (50) percent of the families identified in Group B above that receive financial assistance for school readiness services, through a statistically valid random sample drawn each month for families whose six month redetermination date is approaching within 60 days; and
- Conduct Redetermination for at least fifty (50) percent of the families identified in Group A above that receive financial assistance for school readiness services, through a statistically valid random sample drawn for the month of May.
- Conduct Redeterminations that lessen the burden on working families through a mail-in or drop-off process, reducing the need for families to have face-to-face appointments:
  - At least six (6) weeks prior to eligibility period end date, families are emailed or mailed a redetermination packet (with a return self-addressed stamped envelope) that gives a deadline for return of required eligibility paperwork at least one month prior to the end date of the eligibility period to ensure that the redetermination is completed on time. (Redetermination Packets may be placed on the Contractor’s webpage for easy access by families.)
  - If the parent chooses to request an “in person” appointment, a telephone number or website for scheduling calendar is provided in the redetermination packet for the parent to call to request an appointment that is convenient to the working parent and scheduled at least 10-days prior to the end of the eligibility period.
  - To ensure redeterminations completed are timely, convenient and responsive to the needs of working parents, and safeguard continuity of care for families:
    - Once all redetermination packet documentation is received, complete, and screened eligible, the Contractor shall make every effort to process paperwork and re-determine care as soon as possible.
    - Ten (10) days shall be provided prior to the end of the authorization period; allowing eligible families the opportunity to have eligibility re-determined without interruption.
  - Parents shall also receive automated call and/or text reminder(s) to ensure sufficient attempts have been made to notify them of deadlines, and in the case a parent has not received the emailed or mailed packet, inform what steps should be taken by the parent.
- Notify all providers of the change in the redetermination procedure, and notify all affected parents of their redetermination status and requirements as pertinent each month; and
• Work with ELC staff to ensure that any efficiency realized are reinvested in providing more thorough and timely customer service for eligibility and redetermination with regards to both parents and providers.

NOTICE OF CHANGES TO CONTRACTOR’S REDTERMINATION POLICY, PROTOCOL AND PROCEDURES

The Contractor shall notify the ELC in writing prior to instituting any changes to the Contractor’s Redetermination policy, protocols and/or procedures. Any changes made to a Contractor’s Redetermination policy, protocols and/or procedures without the approval of the ELC may result in the default or breach under the Contractor’s contract with ELC as well as penalties imposed by the appropriate governing state agency in accordance with the applicable Florida statute, rules and regulations.

ADOPTION OF THE CONTRACTOR’S REDTERMINATION POLICY, PROTOCOLS AND PROCEDURES BY THE ELC

The Contractor’s policy, protocols and procedures may be adopted by the ELC as part of the ELC’s Redetermination Policy and Procedure and submitted to the appropriate governing state agency by the ELC.
INFORMATION MANAGEMENT SYSTEMS REQUIREMENTS

Compatibility/Access:

The ELC presently is required to maintain information on financially assisted School Readiness services and Voluntary Prekindergarten Services in the Enhanced Field System (EFS) in a state approved data system. The Contractor(s) shall be required to enter data into and retrieve data from the EFS system.

Data or output from Contractor systems furnished in electronic format to the ELC shall be provided in a format compatible with current ELC standards contained in Exhibit prior to purchasing any Information Technology Resource (ITR) with Contract funds, the Contractor(s) must receive written approval from the ELC’s approving authority by means of an Information Resources equest (IRR) form in accordance with CFOP50-9, Policy on Information Resource Requests. ITRs are defined in Chapter 282, Florida Statutes, as data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The Contractor(s) will not be reimbursed for any ITR purchases made prior to obtaining the ELC’s written approval.

In the event the Contractor purchases, develops or maintains its own electronic information systems to support services provided through the Contract, the ELC shall have access to all information necessary to audit and examine such information in its native format, using access devices (terminals or personal computers) made available for this purpose by the Contractor. The contractor shall provide the ELC’s representatives with the necessary system user accounts and passwords to access all information related to this Contract that may be stored in the Contractor’s systems.

The Contractor shall comply with any naming conventions, security requirements or other specifications relating to any connection it may be allowed to make to the ELC’s electronic information systems. The Contractor’s own systems and premises shall be subject to inspection by the ELC’s representatives at any time to verify compliance with security requirements. Any data communications involving the ELC may also be monitored by ELC security or systems personnel for compliance with these requirements or misuse of the systems.

Security

The Contractor shall comply with all applicable laws and procedures related to security and confidentiality including, but not limited to, Chapter 815 Florida Statutes. In the event that the Contractor is allowed to electronically connect to any of the ELC’s facilities, the ELC may suspend or revoke that connection at any time if the ELC reasonably believes that the overall security of the ELC’s systems may be compromised by a continuation of that connection. The Contractor shall identify an appropriately skilled and trained individual to function as the Contractor's Data Security Officer who shall serve as a liaison with the ELC’s security staff to maintain an appropriate level of security for data collected or used under this Contract.

Liability for System Failure

The ELC shall not be liable to the Contractor for a failure of any of the ELC’s systems or for the degradation or disruption of any connection or system. Contractor loss or diminution of access to the ELC’s systems for any reason shall not excuse the Contractor from its obligations under this Contract. The Contractor shall not be held accountable for late data input due to an ELC systems failure.

INFORMATION SYSTEMS STANDARDS

Software Standards: The ELC’s current standards are: Operating Systems:

Integrated 64 bit Office Suite:


Spreadsheet (Windows): Microsoft Excel 2010
TCP/IP stack standard:
Internet Browser: Microsoft Internet Explorer v. 10 Window 7 or greater Electronic Calendar (Windows). Microsoft Outlook
Internet Service Provider (ISP) Standard. Broadband

Note: These standards are subject to change upon 30 days prior written notice to CEO/Executive Director of the Contractor at their last known address.