



**EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC.**

**REQUEST FOR PROPOSAL # ELCMDM2016-06**

**SOCIAL EMOTIONAL SERVICES**

**RELEASED: August 26, 2016**

**SUBMISSION DUE DATE: September 26, 2016 @ 12:00 P.M. EST  
(Coalition's Clock Time)**

**AVAILABLE FUNDING**

**Total funding allocated will not exceed \$200,000.00**

## **SECTION 1: GENERAL INFORMATION**

### **1.1 Background**

The Early Learning Coalition of Miami-Dade/Monroe, Inc. (the “Coalition”) is a Florida non-profit corporation and IRC §501(c)(3) charitable organization dedicated to ensuring quality early care and education for children in Miami-Dade and Monroe counties. Through a variety of affordable and innovative early education and voluntary pre-kindergarten programs, the Coalition serves more than 50,000 children aged from birth to 12 years old and their families.

In 1999, the Florida Legislature enacted the School Readiness Act (s. 411.01, F.S.), which consolidated the state’s early childhood education and child care programs into one integrated program of school readiness services. The School Readiness Act directed that school readiness programs would be administered by school readiness coalitions (now known as the Early Learning Coalitions) at the county or multi-county level. The Coalition is coordinated by the State of Florida’s Office of Early Learning, and is one of 31 coalitions in Florida.

In December 2014, the Coalition was awarded the Early Head Start Child Care Partnership and Expansion grant to enhance and expand preschool programs, and improve access to high-quality infant and toddler care in high-need communities.

In addition, the Coalition provides training and resources 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.

### **1.2 Statement of Purpose**

The purpose of this Request for Proposal (hereinafter referred to as “RFP”) by the Early Learning Coalition of Miami-Dade/Monroe County, Inc., (hereinafter referred to as “Coalition”), is to issue a contract(s) for Social Emotional Support Services, with a not-to-exceed amount of \$200,000.00. **For purposes of clarification, the total not-to-exceed amount shall be prorated for the initial six (6) month Contract term and shall not exceed \$100,000.** Through the RFP, the Coalition will select single or multiple proposer(s) to provide the services described herein and reserve the right to execute multiple contracts as required to provide the services to the different programs offered by our organization.

It is the Proposer’s responsibility to examine this RFP, to understand the Coalition’s requirements and to submit its proposal (“Proposal”) in a timely, complete, and procedurally correct manner. The services described in this RFP will be procured in accordance with s. 287.057, FS. Contract(s) resulting from this solicitation are anticipated to commence **January 1, 2017** and end on **June 30, 2017**, and will be awarded through written notice to qualified and responsive Proposer(s) who(se) proposal is determined to be most advantageous to the Coalition, taking into consideration price, quality, and other criteria. The Contract shall be for a period of six (6) months (unless otherwise specified, and may be renewed for a period not to exceed the greater of three

(3) years or the term of the original contract, subject to Proposer's successful performance under the Contract and the availability of funding. A copy the proposed Contract is attached as **Exhibit 14.**

## **SECTION 2: RFP PROPOSAL PROCESS**

### **2.1 Point of Contact**

The contact person listed below is the single point of contact for this RFP. The contact person for this RFP is:

Lisney Badillo  
Director of Contracts & Procurement  
Early Learning Coalition of Miami-Dade/Monroe, Inc.  
2555 Ponce de Leon Blvd., Suite 500  
Coral Gables, FL 33134  
Email: [SocialEmotionalRFP2016@elcmdm.org](mailto:SocialEmotionalRFP2016@elcmdm.org)  
Phone: (305) 646-7220

### **2.2 Proposer Disqualification**

In accordance with s. 287.133, F.S., any individual, entity, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal for a period of 36 months following the date of being placed on the convicted vendor list, whether as a Proposer, a member of a Proposer, or a subcontract of a Proposer.

In accordance with s. 287.134, F.S., any individual, entity, or affiliate who has been placed on the discriminatory vendor list may not submit a proposal for a period of thirty-six (36) months following the date of being placed on the discriminatory vendor list, whether as a Proposer, a member of a Proposer, or a subcontractor of a Proposer.

The failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition shall also constitute sufficient cause for disqualification. To be disqualified as a Proposer under this provision, the Proposer must have:

- A. Previously failed to satisfactorily perform in a contract with the Coalition, been notified by the Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Coalition; or
- B. Had a contract terminated for cause by the Coalition, by any other State agency, or by any Children's Services Council.

### **2.3 Cone of Silence**

All parties to this solicitation shall be bound by a “Cone of Silence” surrounding solicitations and prohibitions against ex-parte communication. During the Cone of Silence, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any of the following: (a) Coalition board members; (b) any Coalition staff; (c) any proposal evaluation committee members; and/or (d) any member of the executive or legislative branch regarding any aspect of this solicitation.

Respondents directly contacting board members, staff, or proposal evaluation committee members risk disqualification of their response from consideration. Written communications are allowable at any time, but only if addressed to the designated contact person.

### **2.4 Notice of Intent to Submit a Proposal**

Proposers are requested to submit a Notice of Intent to Submit a Proposal Form (“Notice of Intent”) attached hereto as **Exhibit 1** and bearing the original signature of an authorized agent of Proposer no later than **September 2, 2016, at 5:00 p.m. (EST)** to above listed point of contact for the Coalition. Please be advised that submissions of the Notice of Intent form by email and/or facsimile will not be accepted.

The purpose of the Notice of Intent is to provide the Coalition with the proper address and contact person for each Proposer so that any notices of action or changes can be forwarded appropriately. Failure to submit a Notice of Intent by the deadline will result in no further notices about this RFP being sent to the Proposer.

### **2.5 Inquiries**

All questions regarding this RFP must be forwarded in writing by U.S. Mail or by email to [SocialEmotionalRFP2016@elcmdm.org](mailto:SocialEmotionalRFP2016@elcmdm.org) on or before **September 6, 2016 at 12:00 p.m. (EST)** to ensure that sufficient analysis can be made before answers are supplied. Written responses to questions will be posted on the Early Learning Coalition’s website at [www.elcmdm.org](http://www.elcmdm.org). Copies of responses to all inquiries will be made available on the Coalition’s website by **September 14, 2016 at 5:00 p.m. (EST)**.

### **2.6 Rejection of Proposals and Waiver of Minor Irregularities**

The Coalition reserves the right to reject any Proposals received pursuant to the RFP if such action is in the best interest of the Coalition as determined in its sole and absolute discretion. The Coalition shall have the right, but not the obligation, to waive any minor irregularities in submitted Proposals if doing so would serve the best interests of the Coalition, as determined in

its sole and absolute discretion. For purposes of this Section 2.6, a minor irregularity shall mean a variation from the RFP terms and conditions that does not affect the price of the Proposal, does not give the Proposer an advantage or benefit not enjoyed by other Proposer, and/or does not adversely impact the interest of the Coalition.

## **2.7 Notice of Contract Award**

The Contract shall be awarded to the Proposer whose Proposal is determined to be most advantageous to the Coalition, taking into consideration price and technical merits.

## **2.8 Protests and Disputes**

Any unsuccessful Proposer who is adversely affected by the Coalition's decision concerning a procurement solicitation or contract award under this RFP may protest such decision by filing a protest in compliance with s. 120.57(3), F.S. A Proposer may file a notice of protest in writing within seventy-two (72) hours after the posting of the notice of decision (or intended decision), and may file a formal written protest within 10 days after the date the notice of protest is filed as required by s. 120.57(3), F.S. Failure to file a timely notice of protest shall constitute a waiver of the Proposer's rights to any proceedings under Ch. 120, F.S.

Any Proposer desiring to file a formal written protest to this RFP must accompany such protest with a bond payable to the Coalition in an amount equal to one percent (1%) of the estimated Contract amount in accordance with s. 287.042(2)(c), F.S. The bond shall be conditioned upon the payment of all costs which may be adjudged against the Proposer in any administrative hearing in which the action is brought and in any subsequent appellate court proceedings. In lieu of a bond, the Coalition may accept a cashier's check, official bank check, or a money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal written protest will result in a denial of the protest.

The notice of protest must be submitted to the Coalition's President/CEO at 2555 Ponce de Leon Blvd., Suite 500, Coral Gables, FL 33134 in writing within seventy-two (72) hours of the Notification of Intent to Award. The formal written protest must be submitted within ten (10) days after the date the notice of protest is filed and must fully identify the facts resulting in the contested issues. The protest procedure shall be governed by s. 120.57(3), F.S.

## **2.9 Appeals**

A. Unsuccessful Proposers affected by the denial, determination of eligibility, or ineligibility for contract award by the Coalition with respect to any federal or state funded program or activity may appeal if the action or decision of the Coalition is alleged by the Proposer to be:

- (1) In violation of applicable federal or state law;

- (2) Based upon an error of material and relevant facts; or
- (3) Invalid because of an alleged denial of procedural due process.

B. Unsuccessful Proposers affected by the denial, determination of eligibility, or ineligibility for contract award by the Coalition with respect to any federal or state funded program or activity may not appeal if:

- (1) The Proposer agrees that the procurement process was fair;
- (2) The Proposer's score was acceptable for funding but budget limitations, due to program allocations or the availability of funds, prevented the proposal from being funded;
- (3) No error of material and relevant fact occurred, but the Proposer does not agree that the proposed services failed to satisfy the technical requirements of the competitive procurement process; and/or
- (4) The Proposer was awarded funding, but the Proposer does not agree with the amount awarded.

## **2.10 Evaluation Process**

The Coalition shall conduct a comprehensive review of the responses to the solicitation by convening a proposal evaluation committee. The composition of the evaluation committee will depend on the total potential dollar value of the award and whether it is programmatic or administrative as determined by the Coalition's Finance Committee.

Responses will be evaluated using the RFP Evaluation Forms, which contains two sections, Initial Screening (**Exhibit 3**), and Quantitative Evaluation Criteria (**Exhibit 4**). The initial screening consists of a series of pass or fail questions that ensure respondents meet certain compliance items. Responses that are incomplete or do not satisfactorily address each and every requirement may be disqualified. The second portion, Quantitative Evaluation Criteria is based on the Minimum Programmatic Requirements set forth in Section 3 below, and assigns a maximum point value to a series of questions that ensure the respondents have satisfactorily addressed each and all requirements. Responses submitted by Proposer must be concise and comply with the RFP page limit requirements of 10 pages. Proposer will be judged based on overall percentage achieved. Proposer will be required to present their proposal to the evaluation committee on **October 5, 2016**.

The evaluation process is designed to assess the Proposer's ability to meet the Coalition requirements and to identify the Proposer likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner at a proposal evaluation committee meeting held according to Ch. 286, F.S. Proposers are advised to periodically check

the Coalition website calendar [www.elcmdm.org](http://www.elcmdm.org) for the scheduled date, time, and location of this session, should changes occur. Proposers should also reference **Appendix "A"**, which contains a list of the currently scheduled events in connection with this RFP.

Subsequent to the end of the evaluation process, the proposal evaluation committee will rate Proposers, who in their judgment, best meet the needs and requirements of the Coalition. While price is an important factor in selecting Proposer(s) for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include, but are not limited to, the following: quality of service offered, operating characteristics, technical innovations, administrative capability, previous experience in providing the same or similar services, and the ability to achieve the deliverables as specified in Section 4.

The Coalition's Board of Directors, in its sole discretion, may elect not to award a Contract to any Proposer under this solicitation. Proposer(s) may be selected for further evaluation in the context of an oral presentation, in-person interview, conference calls, or a combination of the foregoing. References may be checked and background checks may be performed to verify information submitted in the Proposals.

### **SECTION 3: MINIMUM PROGRAMMATIC REQUIREMENTS**

#### **3.1 General Statement of Services to be Provided**

The Social Emotional Services Program implemented by the Contractor will provide access to training in all identified Neighborhood Place for Early Head Start sites and a group of School Readiness sites.

The contracted agency will design and implement a series of training programs to promote social competence and emotional resilience in children by directly targeting the parents/guardians and early care and education providers who are responsible for nurturing of social-emotional health. Providers will benefit from a series of trainings employs evidence-based practices around Social Emotional Development (i.e., The Pyramid Model, Conscious Discipline), Trauma Informed Care, and relevant Mental Health topics that create barriers to responsive caregiving for both parent/guardians (i.e. Post-Partum Depression, Clinical Depression) in addition to management of workplace stressors (i.e. Mindfulness)

The Social Emotional Services Program consists of two components expected to create a foundation for responsive caregiving at home and in early learning settings (1)Family Empowerment and Outreach via workshops and trainings, (2) Professional Development/Training for Staff (i.e. Trauma Informed Care, Social Emotional Development and Classroom Behavior Management, and relevant mental health topics such as postpartum depression, and management of work place stressors (see link for additional information, <http://www.miamimindfulness.com/>).

The two components mentioned above constitute a foundation for the development and nurturing of social emotional health for young children, their families and the programs tasked with meeting the family's early care and education needs. The two components addressed by this RFP will also support programs who are working towards improving academic outcomes, increasing parental engagement and reducing, with the intention of ultimately eliminating school removal practices, such as suspension and expulsion.

### **3.2 Introduction**

The Early Learning Coalition of Miami-Dade/Monroe is a nonprofit organization dedicated to ensuring early care and education for children in Miami-Dade and Monroe counties. Created in 1999, the Early Learning Coalition is one of 30 like agencies that serve all 67 counties in the state of Florida, and distributes both the Federal Child Care and Development Block Grant ("CCDBG") and State based VPK dollars to a diverse group of childcare providers. Through a variety of affordable and innovative early education and voluntary pre-kindergarten programs, the Early Learning Coalition serves more than 50,000 children from birth to 12 years old and their families with a budget of approximately 175 million.

### **3.3 Mission**

The Early Learning Coalition's mission is to promote high-quality school readiness, Early Head Start, voluntary pre-kindergarten and after school programs, that further the physical, social, emotional and intellectual well-being of Miami-Dade and Monroe children, with a priority toward ages before birth through age five.

### **3.4 Specifications**

#### **A. General Scope of Work**

#### **Attachment 1: Early Head Start**

##### **1.1 Scope of Work**

**(Budget \$62,500 of \$100,000.00)**

- a. Evidence based Family Empowerment Training/Workshops** will be offered to parents and family advocates represented by the Neighborhood Place for Early Head Start, as well as, families who are receiving School Readiness services at selected sites.
  - i. Should be parent friendly and align with supports being offered to providers.
  - ii. Should give parents the opportunity to meet and discuss challenges
  - iii. Should allow parents to share ideas and experiences.

- iv. Should focus on positive parenting practices, effective discipline, and developmentally appropriate developmental and behavioral expectations, and managing stressors associated with parenting and caregiving.

# Parents/ Guardians	Required Sessions per site
250 (EHS)	4

<b>Frequency</b>	1x per quarter (minimum)
<b>Intensity</b>	45-60 minutes
<b># Sessions offered</b>	4 (minimum)
<b>Schedule</b>	Rolling Enrollment

**b. Social Emotional Development and Classroom Behavior Management**

- i. Should address topics such as universal use of Mental Health Screening Tools, nurturing and strengthening social emotional development (i.e. The Pyramid Model) and classroom behavior management within the context of developmentally appropriate behavioral expectations.
- ii. Should be rooted in evidence-based practices and should have marked effectiveness in settings similar to the NPEHS and School Readiness in Miami-Dade County
- iii. Should include assessments designed to capture baseline measures of staff knowledge and practice, as well as, opportunities to measure staff implementation and reflection of practice
- iv. Should demonstrate impact to the social emotional outcomes outlined in Early Head start Federal Regulation.

# EHS Staff	Required Sessions per staff member
52 (EHS)	6

<b>Frequency</b>	1x per quarter
<b>Intensity</b>	8 hours per session
<b># Sessions offered</b>	6 per quarter
<b>Schedule</b>	Quarterly

**c. Trauma Informed Care**

i. should address the six principles of a trauma informed approach;

1. safety,
2. trustworthiness,
3. peer support,
4. collaboration and mutuality,
5. empowerment, voice and choice,
6. Cultural, historical and gender issues.

# Staff	Required Sessions per staff member
52 (EHS)	1

<b>Frequency</b>	1x per quarter
<b>Intensity</b>	8 hours per session
<b># Sessions offered</b>	1 per quarter
<b>Schedule</b>	Quarterly

**d. Relevant Mental Health Topics**

- i. Should address common barriers to mental health and responsive caregiving such as mental health disorders (e.g. Post-Partum Depression, Clinical Depression) and parenting stressors. An

- ii. Should address management of stressors for early care and education staff (i.e. Mindfulness) at an administrative level and a practitioner level.

**e. Budget and Budget Narrative**

- i. Provide a complete line item budget and narrative for total costs including no more that 10% indirect costs.

# Staff	Required Sessions per staff member
52 (EHS)	3

<b>Frequency</b>	1x per quarter
<b>Intensity</b>	4 hours per session
<b># Sessions offered</b>	3 per quarter
<b>Schedule</b>	Quarterly

**1.2 Deliverables**

Tasks	Documentation to Evidence Tasks and Accompany Invoice
<p>1. Clients to be served:</p> <p>Targeted early care and education sites: all Neighborhood Place for Early Head Start providers and select group of School Readiness providers.</p>	<p>1. monthly reports specifying the services provided to children, teachers, and/or families</p>
<p>2. Services to be Provided:</p> <p>a. Family Empowerment Trainings</p> <p>b. Professional development/Training for Early Care and Education Staff- Social Emotional Development and Classroom Behavior Management</p> <p>c. Professional Development/Training for Early Care and Education Staff-Trauma Informed Care</p> <p>d. Professional Development/Training for Early Care and Education Staff on Mental Health Disorders (Post-Partum Depression, Stress Management).</p>	<p>2. To be submitted within 15 business days of course completion:</p> <p>a. Training agenda, learning objectives, training summary/outline and sign-in sheets.</p> <p>b. Training agenda, learning objectives, training summary/outline and sign-in sheets.</p>

<p>3. Eligibility Criteria: All sites must have at least one classroom enrolled as a Neighborhood Place for Early Head Start and/or be a designated School Readiness Provider to qualify for services.</p>	
<p>4. Manner of Service Provisions: a. One hundred percent (100%) of direct care staff shall possess at a minimum a bachelor's degree in special education, social work, counseling or related field and a minimum of 3 years of experience working with children between the ages of 0-3 years of age.</p>	

Regulation References:

**1.3 PERFORMANCE STANDARDS**

Performance Standards, Title 45, Code of Federal Regulations 1304.24 (a):

(1) Grantee and delegate agencies must work collaboratively with parents for issues related to parent education) by:

(i) Soliciting parental information, observations, and concerns about their child's mental health;

(ii) Sharing staff observations of their child and discussing and anticipating with parents their child's behavior and development, including separation and attachment issues;

(iii) Discussing and identifying with parents appropriate responses to their child's behaviors;

(iv) Discussing how to strengthen nurturing, supportive environments and relationships in the home and at the program;

(v) Helping parents to better understand mental health issues; and

(vi) Supporting parents' participation in any needed mental health interventions.

(2) Grantee and delegate agencies must secure the services of mental health professionals on a schedule of sufficient frequency to enable the timely and effective identification of and intervention in family and staff concerns about a child's mental health; and

(3) Mental health program services must include a regular schedule of on-site mental health consultation involving the mental health professional, program staff, and parents on how to:

(i) Design and implement program practices responsive to the identified behavioral and mental health concerns of an individual child or group of children;

(ii) Promote children's mental wellness by providing group and individual staff and parent education on mental health issues;

(iii) Assist in providing special help for children with atypical behavior or development; and

(iv) Utilize other community mental health resources, as needed.

**Attachment 2: School Readiness**

**2.1 Scope of Work**

**(Budget \$37,500.00 of \$100,000.00)**

**a. Evidence based Family Empowerment Training/Workshops** will be offered to parents and family advocates represented by the Neighborhood Place for Early Head Start, as well as, families who are receiving School Readiness services at selected sites.

- I. Should be parent friendly and align with supports being offered to providers.
- II. Should give parents the opportunity to meet and discuss challenges
- III. Should allow parents to share ideas and experiences.
- IV. Should focus on positive parenting practices, effective discipline, and developmentally appropriate developmental and behavioral expectations, and managing stressors associated with parenting and caregiving.

# Parents/ Guardians	Required Sessions per site
93 (SR)	4

<b>Frequency</b>	1x per quarter (minimum)
<b>Intensity</b>	45-60 minutes

<b># Sessions offered</b>	4 (minimum)
<b>Schedule</b>	Rolling Enrollment

**b. Social Emotional Development and Classroom Behavior Management**

- i. Should address topics such as universal use of Mental Health Screening Tools, nurturing and strengthening social emotional development (i.e. The Pyramid Model) and classroom behavior management within the context of developmentally appropriate behavioral expectations.
- ii. Should be rooted in evidence-based practices and should have marked effectiveness in settings similar to the NPEHS and School Readiness in Miami-Dade County
- iii. Should include assessments designed to capture baseline measures of staff knowledge and practice, as well as, opportunities to measure staff implementation and reflection of practice
- iv. Should demonstrate impact to the social emotional outcomes outlined in Early Head start Federal Regulation.

<b># Staff</b>	<b>Required Sessions per staff member</b>
19 (SR)	6

<b>Frequency</b>	1x per quarter
<b>Intensity</b>	8 hours per session
<b># Sessions offered</b>	6 per quarter
<b>Schedule</b>	Quarterly

**f. Trauma Informed Care**

- i. should address the six principles of a trauma informed approach; 1) safety, 2) trustworthiness, 3) peer support, 4) collaboration and

mutuality, 5) empowerment, voice and choice, 6) cultural, historical and gender issues.

# Staff	Required Sessions per staff member
19 (SR)	1

<b>Frequency</b>	1x per quarter
<b>Intensity</b>	8 hours per session
<b># Sessions offered</b>	1 per quarter
<b>Schedule</b>	Quarterly

**g. Relevant Mental Health Topics**

- ii. Should address common barriers to mental health and responsive caregiving such as mental health disorders (e.g. Post-Partum Depression, Clinical Depression) and parenting stressors. an
- iii. Should address management of stressors for early care and education staff (i.e. Mindfulness) at an administrative level and a practitioner level.

# Staff	Required Sessions per staff member
19 (SR)	3

<b>Frequency</b>	1x per quarter
<b>Intensity</b>	4 hours per session
<b># Sessions offered</b>	3 per quarter
<b>Schedule</b>	Quarterly

**a. Budget and Budget Narrative**

- iv. Provide a complete line item budget and narrative for total costs including no more that 10% indirect costs.

**2.2 Deliverables**

<b>Tasks</b>	<b>Documentation to Evidence Tasks and Accompany Invoice</b>
<p>1. Clients to be served: Targeted early care and education sites: all Neighborhood Place for Early Head Start providers and select group of School Readiness providers.</p>	<p>1. monthly reports specifying the services provided to children, teachers, and/or families</p>
<p>2. Services to be Provided:</p> <p>a. Family Empowerment Trainings</p> <p>b. Professional Development/Training for Early Care and Education Staff- Social Emotional Development and Classroom Behavior Management</p> <p>c. Professional Development/Training for Early Care and Education Staff-Trauma Informed Care</p> <p>d. Professional Development/Training for Early Care and Education Staff on Mental Health Disorders (Post-Partum Depression, Stress Management)</p>	<p>2. To be submitted within 15 business days of course completion:</p> <p>a. Training agenda, learning objectives, training summary/outline and sign-in sheets.</p> <p>b. Training agenda, learning objectives, training summary/outline and sign-in sheets</p>
<p>5. Eligibility Criteria: All sites must be have at least one classroom enrolled as a Neighborhood Place for Early Head Start and/or be a designated School Readiness Provider to qualify for services.</p>	
<p>6. Manner of Service Provisions:</p> <p>b. One hundred percent (100%) of direct care staff shall possess at a minimum a bachelor’s degree in special education, social work, counseling or related field and a minimum of 3 years of experience working with children between the ages of 0-3 years of age.</p>	

**2.3 PERFORMANCE STANDARDS:**

Performance Standards, Title 45, Code of Federal Regulations 1304.24 (a):

(1) Grantee and delegate agencies must work collaboratively with parents for issues related to parent education) by:

(i) Soliciting parental information, observations, and concerns about their child's mental health;

(ii) Sharing staff observations of their child and discussing and anticipating with parents their child's behavior and development, including separation and attachment issues;

(iii) Discussing and identifying with parents appropriate responses to their child's behaviors;

(iv) Discussing how to strengthen nurturing, supportive environments and relationships in the home and at the program;

(v) Helping parents to better understand mental health issues; and

(vi) Supporting parents' participation in any needed mental health interventions.

(2) Grantee and delegate agencies must secure the services of mental health professionals on a schedule of sufficient frequency to enable the timely and effective identification of and intervention in family and staff concerns about a child's mental health; and

(3) Mental health program services must include a regular schedule of on-site mental health consultation involving the mental health professional, program staff, and parents on how to:

(i) Design and implement program practices responsive to the identified behavioral and mental health concerns of an individual child or group of children;

(ii) Promote children's mental wellness by providing group and individual staff and parent education on mental health issues;

(iii) Assist in providing special help for children with atypical behavior or development; and

(iv) Utilize other community mental health resources, as needed.

Services	Amount	Due
Monthly activities noted above		Upon completion of each monthly service(s) and upon receipt of detailed invoice with back up documentation, including, report(s) and presentations provided.
Total Yearly Contract Not-to-Exceed Amount (pro-rated rate is based on a six month period)	<b>\$100,000.00</b> (\$62,500.00 EHS & \$37,500.00 SR)	

**SECTION 4: INVOICING AND PAYMENT OF INVOICES**

The Contract resulting from this RFP will be a Cost Reimbursement contract. The Contractor must submit a Coalition approved invoice form to the Coalition for services rendered per program. The Coalition must approve the invoice format and requirements for supporting documentation.

Timing of payment of invoices by the Coalition to the Contractor and similar issues regarding payment is governed by s. 215.422, F.S.

**SECTION 5: CONTRACT PROVISIONS**

A draft of the Early Learning Coalition’s Core Contract, **Exhibit 14**, contains additional terms and conditions that will be required of the Contractor.

**SECTION 6: INSTRUCTIONS TO PROPOSERS**

**6.1 Response Content**

A completed Proposal **must** include the following items:

- (1) Application (**Appendix “B”**)
- (2) Title Page containing the following:
  - a. Early Learning Coalition of Miami-Dade/Monroe, Inc.
  - b. Titled: **RFP for Social Emotional Services**
  - c. Request for Proposal Number: **RFP#ELCMDM2016-06**
  - d. Proposer’s Name

- (3) **Proposal Responses**  
Response should include:

- a. Description of Proposer's expertise in Social Emotional Services Programs
  - b. Description of Proposer's relevant work history in South Florida with non-profit organizations;
  - c. Description of Proposer's knowledge of the rules and regulations that govern non-profit funding;
  - d. Description of Proposer's plan on how it will render the services requested described in section 3.4 Specifications
  - e. Description of Proposer's Social Emotional Services geared to non-profit organizations;
  - f. Description of the Proposer's tools already in place that will be used to provide the services requested;
  - g. If the Proposer is under contract with any governmental agency, please provide a detailed description of the nature of the work being performed and the budget amount of the contract; if any such contract provides for an hourly rate for services, Proposer agrees to match the lowest hourly rate under any existing governmental agency contract.
  - h. A current certificate of good standing issued by the Florida Department of State along with any other organizational documents sufficient for the purpose of the procurement.
  - i. A certificate of general liability insurance coverage listing the Coalition as an additional named insured.
- (4) Proposed Budget and budget narrative for each year of the Contract term.
  - (5) Notice of Intent form (**Exhibit 1**)
  - (6) Request for Acceptance of Contract Terms and Conditions Form (**Exhibit 2**)
  - (7) Initial Screening of Fatal Flaws (**Exhibit 3**). **For Coalition use only.**
  - (8) Quantitative Evaluation Criteria (**Exhibit 4**). **For Coalition use only.**
  - (9) Request for Proposal Acknowledgement Form (**Exhibit 5**)
  - (10) Request for Non-Collusive Affidavit (**Exhibit 6**)
  - (11) Request for Statement of Non Involvement Form (**Exhibit 7**)
  - (12) Request for Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transaction Form (**Exhibit 8**)
  - (13) Sworn Statement Pursuant to s 287.133(3)(a), F.S., on Public Entity Crimes Form (**Exhibit 9**)

- (14) Request for Non-Discrimination Statement Form (**Exhibit 10**)
- (15) Request for Certification Regarding Lobbying Form (**Exhibit 11**)
- (16) Request for Certification Regarding Drug-Free Workplace Form (**Exhibit 12**)
- (17) Request for Financial and Compliance Audit Requirements (**Exhibit 13**)
- (18) Articles of Incorporation/Organization
- (19) Good Standing Certificate issued by the Florida Department of State

## **6.2 Format**

Respondent(s) shall submit to the Coalition an original and four (4) copies of the responses in a sealed envelope or container, as well as a **single USB storage device containing an electronic copy of their response in PDF format and viewable in Adobe Acrobat Reader.** Each original and copy of the application and supporting documents should have the name of the agency, the program name, and the designation “original” or “copy” clearly marked on each outside cover. Each original or copy shall be bound separately and clearly referenced. The originals and all copies should then be securely sealed in an envelope or other container and clearly labeled “**Application for Social Emotional Services,**” with the individual program name and submitting agency on the front.

To be considered for evaluation, a respondent’s response must conform to the content and format requirements described herein. Responses must be double-spaced, in twelve (12) point font type on 8.5x11 white paper, with tabbed sections and in sealed envelopes.

All sections, including Application must have consecutive page numbers, beginning with the Application (**Appendix “B”**). Include a standard Table of Contents adding the appropriate page numbers for each section. Page numbering may be done by hand if needed. All response material must be placed in the order outlined. All supporting documents must directly relate to the Application being submitted.

All signatures must be **in blue ink** on the required forms. The signature must be of the designated agent officially authorized to act as the contractual agent for the organization or collaborative partnership.

## **6.3 Submission**

Proposals must be received by the Early Coalition of Miami-Dade/Monroe, Inc., 2555 Ponce de Leon Blvd., Suite 500, Coral Gables, FL 33134, on **September 26, 2016 on or before 12:00 p.m. EST (Coalition’s Clock Time)**. A Proposer that submits a Proposal by mail should allow sufficient

mail handling time to ensure timely delivery of the Proposal to the Coalition office. No Proposals will be accepted after the submission deadline. Submission by email or facsimile will not be accepted.

#### **6.4 Presentation**

The Proposer **must** present their Proposal to the Evaluation Committee on **October 5, 2016** at the Early Learning Coalition's headquarters. The presentation cannot exceed twenty (20) minutes. The Proposer's scheduled time of their presentation will be determined and announced on the Early Learning Coalition's website at [www.elcmdm.org](http://www.elcmdm.org). **A Single USB storage device containing an electronic copy of proposal in PDF format and viewable in Adobe Acrobat Reader.**

#### **6.5 Trade Secrets**

The Coalition will attempt to afford protection from disclosure of any trade secret as defined in s. 812.081, F.S., where identified as such in the response to this RFP, to the extent permitted under s. 815.04, F.S. Any prospective vendor or Proposer acknowledges, however, that the protection afforded by s. 815.04, F.S., is incomplete and it is hereby agreed by the Proposer and the Coalition that no right or remedy for damages arises from any disclosure.

#### **6.6 Cost of Preparation of Proposal**

The Coalition shall not be liable for any costs incurred by a Proposer in responding to this RFP.

#### **6.7 Other Required Information**

All Proposers must comply with section 274A of the Immigration and Naturalization Act. Such violation shall cause for rejection of the Proposal, or if subsequently discovered, for unilateral cancellation of the Contract.

**APPENDIX "A"**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**  
 APPLICATION TIMETABLE / IMPORTANT DATES \*

ACTIVITY	DATE	TIME	ADDRESS
Release of RFP for <b>Social Emotional Services</b> RFP# ELCMDM 2016-06	August 26, 2016	N/A	Notice of RFP posted on the DOE, Admin Weekly, and ELC websites.
Notice of Intent to Submit Application to be received	September 2, 2016	5:00 PM (EST)	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
All written inquiries to be received	September 6, 2016	12:00 (EST)	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Early Learning Coalition's response to inquiries	September 14, 2016	5:00 PM (EST)	Responses to Inquiries posted on ELC website.
Sealed Applications must be received	September 26, 2016	12:00 PMS (EST)	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Initial opening of Applications	September 26, 2016	TBD	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
First Meeting of the Evaluation Committee And <b>Proposer's Presentations</b>	October 5, 2016	TBD	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Proposal Review period for Evaluation Committee	October 6-19, 2016	N/A	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Meeting with Evaluation Committee to compile, review and finalize results	October 20, 2016	TBD	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134

Early Learning Coalition's Finance Committee review and approval of Evaluation Committee recommendations	October 26, 2016	TBD	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Early Learning Coalition's Board Committee review and approval of Evaluation Committee recommendations	November 7, 2016	TBD	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Posting of Notice of Award	TBD	TBD	Contract Award posted on ELC website.
Initiation of Contract Negotiations	TBD	N/A	TBD
Effective Date of Contract	TBD	N/A	N/A

*\* All dates and events are subject to change at the discretion of the Early Learning Coalition.*

**APPENDIX "B"**

**APPLICATION**

**Early Learning Coalition Miami-Dade/Monroe Application Form  
RFP # ELCMDM2016-06  
"Social Emotional Services"**

**Agency Name:** \_\_\_\_\_

**Agency Unit (if applicable):** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Mailing Address (if different):** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Agency Telephone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Agency Email Address:** \_\_\_\_\_ **Website Address:** \_\_\_\_\_

**Type of Applicant:** \_\_\_\_\_ **Private, Not-for-Profit Corporation** \_\_\_\_\_ **Private, For-Profit Corporation**  
\_\_\_\_\_ **Public/Government** \_\_\_\_\_ **Other (specify):** \_\_\_\_\_  
\_\_\_\_\_ **ent** \_\_\_\_\_

**Federal I.D. #:** \_\_\_\_\_ **Date Agency Established (mo/yr):** \_\_\_\_\_

**Current Annual Agency Budget:** \$ \_\_\_\_\_ **Fiscal Year End (month):** \_\_\_\_\_

**Program/Service Name:** \_\_\_\_\_

**Total Amount Requested (sum of budget requests for all Areas shown in this Application):** \_\_\_\_\_

**Name/Position of Person Completing Application:**

**Email Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Executive Director/CEO:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Chief Financial Officer (If Applicable):** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Board President (If Applicable):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Contact Person Responsible for Program/Service:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Program/Service Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Public Relations**

**Phone:**

**Contact:** \_\_\_\_\_

\_\_\_\_\_

**Email:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Applicant**

**is: (mark**

**one) \_\_\_\_\_ an Existing ELCMDM-funded Provider**

\_\_\_\_\_ **a New Provider (not previously funded by ELCMDM)**

**EXHIBIT 1**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**

**NOTICE OF INTENT TO SUBMIT A PROPOSAL**

---

Name of Company

---

Contact Person & Title

---

Signature of Authorized Official

Date

---

Address

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT 2**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**

**ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS**

If the undersigned shall be awarded this contract, the undersigned shall comply with all the terms and conditions specified in the RFP.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name of Company

\*An authorized official is an officer of the Company who has the legal authority to bind the Company to the provisions of this Request for Proposal. This usually is the President, Chairman or the Board, Executive Director, or owner of the entity. A document establishing delegated authority shall be included with the proposal if signed by someone other than the President, Chairman, Executive Director, or owner.

**EXHIBIT 3**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**

**FOR COALITION USE ONLY**

**Evaluation Committee**  
**Initial Screening of Fatal Flaws and Quantitative Evaluation Criteria**

1. Was the response received by the date and time specified in the solicitation?  
 Pass (Yes)                       Fail (No)
2. Does the response provide the vendor's federal tax identification number (**Appendix "B"**)?  
 Pass (Yes)                       Fail (No)
3. Does the response contain a signed and dated Acceptance of Contract Terms and Conditions (**Exhibit 2**)?  
 Pass (Yes)                       Fail (No)
4. Does the response contain a signed and dated Proposal Acknowledgement Form (**Exhibit 5**)?  
 Pass (Yes)                       Fail (No)
5. Does the response contain a signed and dated Non-Collusive Affidavit Form (**Exhibit 6**)?  
 Pass (Yes)                       Fail (No)
6. Does the response contain a signed and dated Statement of No Involvement (**Exhibit 7**)?  
 Pass (Yes)                       Fail (No)
7. Does the response contain a signed and dated Certification Regarding Debarment, Suspension, and other Responsibility Matters Primary Covered Transaction (**Exhibit 8**)?  
 Pass (Yes)                       Fail (No)
8. Does the response contain a signed Sworn Statement Pursuant to s. 287.133(3)(a), F.S., on public entity crimes (**Exhibit 9**)?  
 Pass (Yes)                       Fail (No)
9. Does the response contain a signed and dated Non-Discrimination Statement (**Exhibit 10**)?  
 Pass (Yes)                       Fail (No)
10. Does the response contain a signed and dated Certification Regarding Lobbying (**Exhibit 11**)?  
 Pass (Yes)                       Fail (No)

11. Does the response contain a signed and dated Certification Regarding Drug-Free Workplace (**Exhibit 12**)?

Pass (Yes)                       Fail (No)

12. Does the response contain a Financial and Compliance Audit Requirements Form (**Exhibit 13**)?

Pass (Yes)                       Fail (No)

13. Does the response provide the Articles of Incorporation?

Pass (Yes)                       Fail (No)

**EXHIBIT 4**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**  
**FOR COALITION USE ONLY**  
**Evaluation Committee**  
**Quantitative Evaluation Criteria**

**Scoring Responses:** Each evaluator is to assign a raw score for each evaluation criteria based upon his/her assessment of the solicitation response. The assignment of any individual score should be based upon the factors described below.

<b><u>Social Emotional Support Services</u></b>	<b>Maximum Points Allowed</b>
<b><u>Scoring Factors - General Specifications</u></b>	<b>7 Points</b>
1. The organizational history and background of successful implementation of prior comprehensive projects provides specific indications for success of this program.	<b>7</b>

<b><u>Scoring Factors - Program Management</u></b>	<b>45 Points</b>
1. Proposal describes in detail program management schema including an organizational and program flow chart.	<b>5</b>
2. Narrative provides a detailed menu of trainings for early care and education staff intended to nurture and support the social emotional development of children in early care settings using a program/model that is evidence-based.	<b>9</b>
3. Narrative provides a detailed menu of trainings for early care and education staff (administrators and practitioners) intended to highlight the importance of developing and strengthening practices/protocols that minimize, and ultimately eliminate stressors at home and in the workplace.	<b>8</b>
4. Narrative provides a detailed menu of trainings for parents/guardians intended to nurture and support the social emotional development of family units using a program/model that is evidence based.	<b>8</b>
5. Narrative provides a plan for data reporting that details provider and parent participation in targeted trainings.	<b>5</b>
6. Narrative provides sample training outlines and summaries with detailed objectives for targeted audience (parent/guardian and early care and education staff).	<b>5</b>
7. Narrative provides examples of related-agencies and the ability to collaborate with community agencies to provide a comprehensive series of trainings.	<b>5</b>

<b><u>Scoring Factors - Staffing</u></b>	<b>15 Points</b>
1. Staffing narrative provides clear descriptions of each position to be used to implement the work plan.	<b>10</b>

2. Staffing plans indicate exemplary levels of education of identified staff as needed and identified by job responsibilities.	<b>5</b>
--	----------

<b><u>Scoring Factors - Work Plan</u></b>	<b>23 Points</b>
1. Work plan clearly delineates the development of Training Menu for both parent/guardian and staff	<b>13</b>
2. Work plan clearly indicates staff utilization.	<b>10</b>

<b><u>Scoring Factors - Budget</u></b>	<b>10 Points</b>
1. Budget reflects staffing requirements.	<b>4</b>
2. Budget and narrative shows calculations of non-personnel programmatic costs.	<b>3</b>
3. Budget is reflective of limitations of indirect allocations.	<b>3</b>
<b>TOTAL EVALUTION POINTS</b>	<b>100</b>

**EXHIBIT 5**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**  
**REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM**

---

Proposer Name

---

Proposer Mailing Address

---

City

State

Zip Code

---

Point of Contact

Title

---

Telephone Number

Fax Number

---

Email Address

Website Address

I certify that this Proposal 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 Proposal and certify I am authorized to sign this response and that the offer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. **THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COALITION MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

---

Typed Name and Title

---

Signature

---

Date

**EXHIBIT 6**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**

**NON-COLLUSIVE AFFIDAVIT**

State of Florida

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says that:

He/she is the (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached Proposal or any other Proposal or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by  
\_\_\_\_\_ who is personally known to me or who  
produced his/her \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public - State of Florida  
My commission expires: \_\_\_\_\_

Printed type of stamp

**EXHIBIT 7**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**

**STATEMENT OF NO INVOLVEMENT**

I, \_\_\_\_\_, as an authorized representative of \_\_\_\_\_, certify that no member of this firm or any person having interest in this firm has been:

Awarded a contract by the Early Learning Coalition of Miami-Dade/Monroe, Inc., on a noncompetitive basis to perform a feasibility study concerning the scope of work contained in this solicitation, or participated in drafting this solicitation.

**Typed Name of Authorized Official:** \_\_\_\_\_

**Title of Authorized Official:** \_\_\_\_\_

**Signature of Authorized Official** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**EXHIBIT 8**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY**  
**MATTERS PRIMARY COVERED TRANSACTION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Federal department or agency;
  - (b) Have not within a three-year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicated for, or otherwise criminally or civilly changed by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT 9**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted by \_\_\_\_\_ for \_\_\_\_\_, whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, 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)(a), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of 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 and services to be provided to any public entity or any agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
  
3. I understanding the “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statues, 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 recording relating to charges brought by indictment or information after July 1, 1989, as result of jury verdict, non-jury 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” included 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 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 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, 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, {Please indicate which statement applies}

\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. And (Please indicate which additional statement applies).

\_\_\_\_ 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 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 charges with and convicted of a public entity crime within the past 36 months. 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 ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INFOR 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.**

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ who is personally known to me or who produced his/her \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public - State of Florida  
My commission expires: \_\_\_\_\_

Printed type of stamp

**EXHIBIT 10**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**

**NON-DISCRIMINATION STATEMENT**

Public Law 105-220, Sec. 188 Nondiscrimination (a) *In General*

- (1) Federal financial assistance – For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d et seq.), programs and activities funded or other financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
- (2) Prohibitions of discrimination regarding participation, benefits, and employment. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such programs or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972[20 U.S.C. 1681 et seq]), national origin, age, disability, or political affiliation or belief.
- (3) Prohibition on assistance for facilities for sectarian instruction or religious worship. Participants shall not be employed under this chapter to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) Prohibition on discrimination on basis of participant status. No person may discriminate against an individual who is a participant in a program or activity that receives funds under this chapter, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- (5) Prohibition on discrimination against certain noncitizens. Participation in programs and activities or receiving funds under this chapter shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

The undersigned has read and agreed to the statements described above.

---

Name and Title of Authorized Representative

---

Signature

---

Date

---

Name of Company

**EXHIBIT 11**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT 12**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

Pursuant to the Drug Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F and 45 CFR part 82.

I, \_\_\_\_\_, the undersigned, in representation of \_\_\_\_\_, the Provider, attest and certify that the Provider will provide a drug-free workplace, by the following actions.

- A. Publishing a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The policy of maintaining of drug-free workplace.
  - 3. Any available drug counseling, rehabilitation and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the Agreement, the employee will:
  - 1. Abide by the terms of the statement.
  - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected Contract/Grant.

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d.2., with respect to any employee who is so convicted.
  - 1. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement or other appropriate agency
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs A, B, C, D, E and F.

**CERTIFICATION**

I declare under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT 13**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**

**FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS**

This attachment is applicable if the Contractor is any State or local government entity, non-profit organization, or for-profit organization. For State or local government entities, a Single Audit performed by the Auditor General shall satisfy the requirements of this attachment. If the Contractor does not meet any of the requirements below, no audit is required by this attachment.

**PART I: FEDERAL REQUIREMENTS**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

**PART II: STATE REQUIREMENTS**

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor,

the Chief Financial Officer and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT 14**  
**RFP # ELCMDM2016-06**  
**Social Emotional Services**

**(See attached)**

**EARLY LEARNING COALITION OF MIAMI-DADE MONROE, INC.**

2555 Ponce de León Boulevard, Suite 500  
Coral Gables, Florida 33134  
**Please See Attached Sample Contract**

**CONTRACTOR**

[Insert Name]

**TITLE OF PROGRAM**

**NAME OF AWARDING AGENCY**

[Insert]

**NAME OF FEDERAL FUNDING SOURCE**

\_\_\_\_\_

**NAME OF STATE AWARDING AGENCY**

\_\_\_\_\_

**NAME OF LOCAL FUNDING SOURCE**

\_\_\_\_\_

**NAME OF LOCAL AWARDING AGENCY**

\_\_\_\_\_

**CDFA Number:**   N/A  

**CSFA Number:**   N/A  

**Federal Award Number:**   N/A  

**State Award Date:**   N/A  

**State Award Number:**   N/A  

**Title of State Project:**   N/A  

**Local Award Number:** \_\_\_\_\_

**Local Award Date:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Contract Number:**   C  

**Contractor’s DUNS Number:**

**Contractor’s FEIN Number:**

\_\_\_\_\_

This Contract is made and entered into as of [Insert Date] (the “Effective Date”), by and between the **Early Learning Coalition of Miami-Dade/Monroe, Inc.** (“Coalition”) and \_\_\_\_\_ (“Contractor”) (Coalition and Contractor are sometimes referred to herein as a “Party”, and collectively, the “Parties”). This Contract establishes a sub-recipient, contractual, independent Contractor relationship between the Coalition and the Contractor in which the Contractor accepts responsibilities for the use of federal, state, and, if applicable, local funds.

**NOW, THEREFORE**, in consideration of the mutual obligations and covenants and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties to this Contract agree as follows:

## **GENERAL TERMS AND CONDITIONS**

### **TERM**

Subject to the provisions for early termination as provided herein, the term of this Contract shall commence on \_\_\_\_\_, 2016, and shall terminate at 5:00 p.m. EST on \_\_\_\_\_, 2019 (the "Term"). The Coalition shall have the right to extend the Term of this Contract for an additional three (3) year period by giving the Contractor at least sixty (60) days prior written notice before the expiration of the initial Term. Any renewal term(s) shall be subject to the same terms and conditions as set forth in this Contract and shall be contingent upon Contractor receiving satisfactory performance evaluations and the Coalition's availability of funds.

### **SERVICES**

Contractor shall perform the services, duties and responsibilities described on "Statement of Work" attached hereto as **Exhibit A** and such additional related services as may reasonably be requested of Contractor from time-to-time by the Coalition (collectively, the "Services").

Any modification to the Statement of Work ("Modification") must be in writing and signed by the Parties hereto. If the Parties agree in writing to the Modification, then the applicable Statement of Work shall be deemed amended to include the Modification.

Contractor shall perform the Services described in the Statement of Work in accordance with the performance measures set forth on **Exhibit A**.

### **TOTAL PAYMENT**

Subject to the availability of funds, payment for the contracted services shall not exceed **[\$Insert \$ Amount]** during the Term. The Contractor must submit a line-item budget, reflecting staffing, trainings, etc. for the funding reflected above. Unless the Coalition shall otherwise agree, this budget must be approved in writing prior to the execution of the Contract and is reflected in Exhibit B of this Contract. The Coalition's performance and obligation to pay Contractor under this Contract is contingent upon payment received from the Early Learning Coalition's funding sources. The Coalition shall be the final authority as to the availability of funds for this Contract. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

### **METHOD OF PAYMENT**

This Contract is a **cost-reimbursement contract**. Monthly payments to Contractor shall be made in accordance with Article IV and **Exhibit B** of this Contract

### **FINANCIAL REPORTS**

The Contractor is required to have performed an annual certified public accountant's opinion and related financial statements in compliance with 2 C.F.R. Part 200 (2015) (collectively, "Financial

Audit"). The Contractor shall provide the Coalition's Contract Manager with the Financial Audit on the earlier of thirty (30) days after the Contractor's auditor releases the Financial Report or nine (9) months after the end of the Contractor's fiscal year for each year during which the Contract remains in force or until all funds earned from the Contract have been so audited, whichever is later. If the Contractor **does not** have a completed financial audit, the Contractor is required to submit the most recent annual financial statements, completed by a certified public accountant. The Contractor shall provide the annual audit financial statement to the Coalition's Contract Manager within thirty (30) days of the Effective Date.

## **INSURANCE**

Prior to, or on the date commencing the effective term of this Contract, Contractor's insurance agent(s) shall provide to Coalition the following certificates of insurance naming the Coalition as an additional insured and the certificate holder on all applicable policies; and all applicable policies shall be maintained in full force and effect for the entire term of this Contract.

Failure by Contractor to comply with this Section 6 shall be a material breach of this Contract. The Coalition will not disburse any funds under this contract until all required certificates of insurance, or letter(s) of self-insurance have been provided to and have been approved by the Coalition.

**Contractor will carry insurance policies in the amounts and with the requirements indicated below:**

**Worker's Compensation Insurance.** Worker's compensation insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have worker's compensation coverage or a valid State of Florida exemption on file with the Department of Labor, as required by Ch. 440, F.S. In the event that the Contractor is no longer exempt from obtaining Worker's Compensation insurance, the Contractor must notify the Coalition and provide the necessary certificate of insurance upon the termination of the exemption.

**Comprehensive General Liability Insurance.** Comprehensive general liability insurance, to include sexual molestation, in an amount not less than \$1,000,000 combined single limit per occurrence and \$3,000,000 aggregate in a policy year. The general liability policy must contain coverage for the following:

- Bodily Injury;
- Property Damage;
- No exclusions for Abuse, Molestation or Corporal Punishment; and
- No endorsement for premises only operations.

**Automobile Liability Coverage.** If applicable, automobile liability coverage for all owned and/or leased vehicles of Contractor and non-owned coverage for their employees and/or sub-contractors and transportation companies transporting program participants in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$3,000,000 aggregate in a policy year.

**Special Events Insurance Coverage.** If applicable, special events insurance coverage as determined by the Coalition. The liability coverage will be the same as the coverage and limits required for comprehensive general liability and the Coalition must be designated and shown as

“Additional Insured as Their Interest May Appear.” Special Events policies are for short term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.

**Professional Liability Insurance.** If applicable, professional liability insurance as determined by the Coalition, in an amount not less than \$1,000,000 combined single limit per occurrence and \$3,000,000 aggregate in a policy year.

**Property Insurance.** If applicable, Property insurance coverage is required when Contractor has capital equipment owned by the Coalition and said capital equipment is under the care custody and control of Contractor. The Coalition must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Contractor or such capital equipment is returned to the Coalition.

**Certificate Holder.** Certificate holder must read:

**Early Learning Coalition of Miami-Dade/Monroe, Inc.  
2555 Ponce de Leon Boulevard, Suite 500  
Coral Gables, Florida 33421**

**Classification and Rating.** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “B” as to management, and no less than “Class V” as the financial strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of the Coalition.

Contractor and or Contractors insurance agent, as applicable, shall notify the Coalition, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) days after the effective date of making any material changes to the insurance coverage except for ten (10) days for lack of payment changes. Contractor shall be responsible for ensuring that all applicable insurances are maintained and submitted to the Coalition for the duration of this Contract.

In the event of any change in Contractor's Services, the Coalition may increase, waive or modify, in writing any of the foregoing insurance requirements. Any request by a Contractor to decrease, waive or modify any of the foregoing insurance requirements shall be approved, in writing, by the Coalition prior to any such decrease, waiver or modification.

In the event that an insurance policy is canceled, lapsed or expired during the effective period of this Contract, the Coalition shall withhold all payments to Contractor until a new Certificate of Insurance required under this section is submitted and approved by the Coalition. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy.

The Coalition may require Contractor to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or the Coalition requirements. Provision of insurance by Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the Coalition may have against Contractor for any liability of any nature related to performance under this Contract or otherwise.

All insurance required hereunder may be maintained by Contractor pursuant to a master or blanket policy or policies of insurance.

## **CONTRACTOR'S CONDITIONS**

The obligation of the Coalition to consummate the transactions contemplated by this Contract is subject to the satisfaction of each of the following conditions:

**Certificate of Contractor.** The Contractor shall provide the Coalition's Contract Manager, within fifteen (15) days of Contract execution; with a certificate executed by an executive officer of the Contractor acknowledging that the Contractor's governing body has been apprised of the fiscal, administrative and contractual obligations of this Contract.

**Certificate of Status.** The Contractor shall provide the Coalition's Contract Manager, within fifteen (15) days of Contract execution, a certificate of status executed by an executive officer of the Contractor which certifies the following: (i) the Contractor is duly organized, validly existing, and in good standing under the laws of the State of Florida, with full power to carry on and conduct its business as it does now and has since its organization; (ii) all fees and penalties have been paid or none is due and owing; (iii) the most recent annual report has been filed; and (iv) the Contractor has not filed for dissolution.

**Compliance with Law/Certifications & Assurances.** The Contractor shall comply with all federal, state, and local laws, rules and regulations applicable to conflict of interest, nepotism, and criminal and/or fraudulent activities. The Contractor shall execute and deliver to the Coalition the certificates and assurances set forth on **Exhibit C.**

## **TERMINATION**

**Either Party.** Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party ("Notification Period"). The Contractor shall be entitled to perform services and receive compensation for services performed during the Notification Period; provided, however, that the Coalition shall not be liable for payment for any services performed by the Contractor after the end of the Notification Period.

**Termination for Lack of Funds.** The Coalition may terminate this Contract upon two (2) days prior written notice to the Contractor for lack of availability or adequacy of funds. Termination of this Contract under this subsection shall not relieve the Coalition of its obligation to pay any amounts then due to Contractor up to the date of termination.

## **BREACH OF CONTRACT AND REMEDIES**

A material breach by Contractor shall have occurred under this Contract if the Contractor through action or omission causes any of the following:

Fails to comply with Background Screening, as required under this Contract.

Fails to timely provide the Services described on **Exhibit A**;

Fails to perform the Services in accordance with the performance measures set forth on **Exhibit A**.

Fails to correct an imminent safety concern or take acceptable corrective action;

Ineffectively or improperly uses Coalition funds allocated under this Contract;

Does not furnish and maintain the certificates of insurance required by this Contract or as determined by the Coalition;

Does not meet or satisfy the conditions of award required by this Contract;

Fails to submit, or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements; or, fails to submit, or submits incomplete or incorrect, detailed reports of requests for payment, expenditures or final expenditure reports; included, but not limited to budgets, invoices, and amendments in Services & Activities Management System ("SAMIS").

Does not submit or submits incomplete or incorrect required reports as required under this Contract or any Exhibits thereto;

Refuses to allow Coalition reasonable access to records or refuses to allow Coalition to monitor, evaluate and review Contractor's program, including required client data;

Fails to comply with child abuse and incident reporting requirements;

Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement;

Fails to correct deficiencies found during a monitoring, evaluation or review within a specified reasonable time;

Fails to meet the terms and conditions of any obligation or repayment schedule to the Coalition or any of its agencies;

Fails to maintain the confidentiality of client files, pursuant to Florida and federal laws; or

Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contracts and stipulations in this Contract.

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

**Remedies Upon Breach of Contract.** If Contractor fails to cure any breach within thirty (30) days after receiving written notice from the Coalition identifying the breach, the Coalition may pursue any or all of the following remedies:

The Coalition may, at its sole discretion, enter into a written performance improvement plan with Contractor to cure any breach of this Contract as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.

The Coalition may suspend payment in whole or in part under this Contract by providing written notice of suspension to Contractor of such suspension and specifying the effective date of suspension, at least five business days before the effective date of suspension. On the effective date of suspension Contractor may (but shall not be obligated to) continue to perform the Services in this Contract, but Contractor shall promptly cease using the Coalition's logo and any other reference to The Coalition in connection with such Services. All payments to Contractor as of the date of suspension shall cease, except that the Coalition shall continue to review and pay verifiable requests for payment for Services that were performed and/or for deliverables that were substantially completed at the sole discretion of the Coalition, prior to the effective date of such suspension. The Coalition may also suspend any payments in whole or in part under any other contracts entered into between the Coalition and Contractor by providing separate written notice to Contractor of each such suspension and specifying the effective date of suspension, which must be at least five business days before the effective date of such suspension, in any event the Coalition shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of the Coalition prior to the effective date of such suspension. Contractor shall be responsible for all direct and indirect costs associated with such suspension including reasonable attorney's fees.

The Coalition may terminate this Contract at any time by giving written notice to Contractor of such termination and specifying the effective date of termination. In the event of such termination, the Coalition may (a) request Contractor to deliver to the Coalition clear and legible copies of all finished or unfinished documents, studies, surveys, reports prepared and secured by Contractor with Coalition funds under this Contract subject to the rights of Contractor in and to any Intellectual Property as set forth herein; (b) seek reimbursement of any Coalition funds which have been improperly paid to Contractor under this Contract; (c) terminate further payment of Coalition funds to Contractor under this Contract, except that the Coalition shall continue to review and pay verifiable requests for payment for services that were performed and/or completed prior to the effective date of such termination.

The Coalition may seek enforcement of this Contract, including but not limited to, filing an action for specific performance with a court of appropriate jurisdiction.

The provisions of this Section 9 shall survive the expiration or termination of this Contract.

## **AUDITS AND INSPECTIONS**

Representatives of the Coalition, the Children's Trust, Florida's Office of Early Learning, 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 reasonable access at mutually agreed to times during normal business hours, for purposes of examination of any books, documents, papers, and records of the Contractor as they may relate to this Contract. The Contractor shall maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Coalition under this Contract.

## **RECORDS RETENTION**

The Contractor shall retain all Contract records, financial records, supporting documents, statistical records, and any other documents including but not limited to electronic storage media pertinent to this Contract for a period of six (6) years after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Upon request of the Coalition, the Contractor will cooperate with the Coalition to facilitate the duplication and transfer of any such records or documents.

## **INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless the Coalition and all of its affiliates and their officers, directors, shareholders, agents, employees, successors and assigns from and against any liabilities, losses, damages, causes of action or injuries, together with costs and expenses, including attorneys' fees and costs, arising out of any act, actions, negligence or omissions, or breach of this Agreement, by the Contractor and its directors, officers, agents, employees and Qualified Sub-contractors during the performance or operation of this Agreement. Contractor's obligation to indemnify under this subsection will apply regardless of whether the claim arises in tort, contract, negligence, or otherwise.

The Coalition shall notify the Contractor in writing within seven (7) days of any claim for indemnification hereunder. The Coalition's failure to provide written notification to the Contractor shall not release the Contractor from its indemnification obligation.

Notwithstanding the foregoing, the indemnification provisions of this Section are not applicable to contracts executed by state agencies or subdivisions, as defined under s. 768.28, F.S, or any other Florida statute applicable to sovereign immunity.

## **CONFIDENTIALITY**

The Contractor acknowledges that in the course of performance of this Contract, it may learn of confidential information of a special and unique nature, including, but not limited to

methods and systems and information regarding the Coalition's business, affairs, plans, employees and trade secrets. The foregoing, together with any other information and materials that the Coalition designates or treats as "confidential" are hereafter referred to collectively as "Confidential Information". The Contractor agrees that all such Confidential Information, together with all goodwill associated therewith, is and shall remain the sole and exclusive property of the Coalition and that all Confidential Information made available to the Contractor is provided or revealed to the Contractor in trust and confidence. As a material inducement for the Coalition to enter into this Contract, the Contractor agrees that during and after the Term, it shall not directly or indirectly, divulge or disclose to any person whatsoever or use for any purposes or in any manner any Confidential Information other than as permitted in the Contract or as shall be authorized in writing by the Coalition.

Notwithstanding the foregoing, the obligation of confidentiality shall not apply to information which the Contractor can show by competent documentary evidence, that:

was generally available to the public or otherwise part of the public domain at the time of disclosure to Contractor;

became generally available to the public or otherwise part of the public domain after its disclosure to Contractor other than through an act or omission of Contractor;

was already properly known to Contractor at the time of disclosure as evidenced by prior competent records;

was properly disclosed to Contractor, other than under an obligation of confidentiality, by a third party who had no obligation of confidentiality to the disclosing Party not to disclose such information to others; or

was independently developed by employees of Contractor without reference to the confidential information.

In the event that the Contractor is required, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, to disclose any Confidential Information, the Contractor will provide the Coalition with prompt notice thereof so the Coalition may seek an appropriate protective order and/or waive compliance by the Contractor with the provisions hereof; provided, however, that if in the absence of a protective order or the receipt of such waiver, the Contractor is compelled to disclose Confidential Information not otherwise disclosable hereunder to any legislative, judicial or regulatory body, agency or authority or else be exposed to liability for contempt, fine or penalty or to other censure, such Confidential Information may be so disclosed.

Upon termination or expiration of this Contract, the Contractor shall promptly return to the Coalition, all Confidential Information in its possession. However, Contractor may retain a single archival copy of the Confidential Information for the sole purpose of determining the scope of obligations incurred under this Agreement.

Where applicable, Contractor shall comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

Where applicable, Contractor shall comply with s. 1002.97, F.S., as amended, regarding confidential educational and child assessment data and to comply with all applicable federal and state education privacy laws.

Where applicable, Contractor shall comply with all confidential information concerning children and parents and to comply with all applicable federal and state laws meant to protect the confidentiality and privacy of parents and their children.

## **SUBCONTRACTING**

The Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of the Coalition, which shall not be unreasonably withheld ("Qualified Sub-contractor"). Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the Coalition, shall be null and void.

Unless otherwise stated in the contract between the Contractor and Qualified Sub-contractor, the Contractor shall be responsible to make payments to any Qualified Sub-contractor within seven (7) working days after receipt of full or partial payments from the Coalition in accordance with s. 287.0585, F.S. Failure to pay within the foregoing statutory period or as provided by written contract, whichever is applicable, will result in a penalty that shall be charged against the Contractor and upon receipt shall be paid to the Qualified Sub-contractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

## **INDEPENDENT CONTRACTORS**

The Contractor is an independent Contractor in relation to the Coalition and the State of Florida, and nothing contained in the Contract shall be deemed to create an employment, association, partnership, joint venturer, agency or other type of relationship among the Sub-contractor, the Coalition or the State of Florida for purposes of unemployment insurance, vacations, disability, overtime, holidays, insurance, pensions or savings plans, or any other employee rights or benefits (collectively "Benefits"). Except as otherwise provided for in this Contract, the Coalition shall not provide to the Contractor supplies, support or equipment for purposes of facilitating the Sub-contractor's services under this Contract. Contractor shall pay all federal, state and all other employee related taxes as required by local law.

Contractor acknowledges that each of its employees, Qualified Sub-contractors, agents and affiliates working under this agreement are not employees of the Coalition, the Coalition or the State of Florida and are not entitled to any benefits.

## **PUBLICATION AND PUBLICITY**

It is understood and agreed between the Parties hereto that the Coalition funds the Contractor. Further, by the acceptance of these funds, the Contractor agrees that events funded by this Contract shall recognize the Coalition as a funding source. The Contractor shall ensure that all publicity, public relations, advertisements, and signs recognize the Coalition for the support of all contracted activities. The Contractor shall ensure that all media representatives, when inquiring about the activities funded by this Contract, are informed that the Coalition is its funding source.

The Contractor shall only use such trade names, trademarks, logos or other designations of the Coalition or any simulations thereof (collectively, the “Trademarks”) as may be authorized in writing by the Coalition. All such use shall be in accordance with the Coalition’s instructions and any such authorization may be withdrawn or modified at any time. The Contract shall adhere to all quality standards set by the Coalition and Contractor shall permit inspection by any authorized representative of the Coalition, of the Contractor’s operations that are covered by the Trademarks. The Contractor shall, in the event of termination or expiration of this Contract, immediately cease all use of any Trademarks. The Contractor shall not register or attempt to register or assert any right of ownership in any of the Coalition’s Trademarks. The Contractor shall immediately notify the Coalition in writing upon learning of any potential or actual infringement of any Trademark owned by or licensed to the Contractor by the Coalition, or of any actual or potential infringement by the Coalition of the rights of any third party.

When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money (“Project Documents”), the Project Documents shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money; and (2) the dollar amount of Federal funds that will be received for the project or program.

## **INVENTIONS, PATENTS, AND COPYRIGHTS**

The Parties agree that the term “Inventions” shall mean all inventions, original works of authorship, whether or not they have been reduced to a tangible form, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registerable under copyright or similar laws which belong solely to the Contractor or belong jointly with the Contractor with another, or in which the Contractor has any interest in whatever form.

If the Contractor incorporates into a product or process an Invention which was made by the Contractor (solely or jointly with others) prior to the commencement of this Contract, the Coalition and the federal government are hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such prior Invention as part of or in connection with such product or process (“Prior Invention”).

The Contractor agrees that:

It will promptly make full written disclosure to the Coalition, all Inventions which are made by it (solely or jointly with others) within the Term of this Contract.

It will acknowledge that all Inventions which are made by it (solely or jointly with others) within the scope of this Contract are “works made for hire” to the greatest extent permitted by applicable law.

In the event that the Invention is not deemed to be a “work made for hire”, then the Contractor immediately assigns to the federal government and/or State of Florida, or its designees, all its right, title and interest throughout the world in and to the Invention which it conceived or developed or reduced to practice, or caused to be conceived or developed or reduced to practice (solely or jointly with others), during the Term of this Contract. The Contractor further agrees to execute any agreements in the future to effectuate the assignment.

It hereby grants to the federal government and/or State of Florida, or its designees, a permanent, non-exclusive, paid-up worldwide license, with a right to grant unlimited sublicense(s), to use any of the Contractor's Inventions or prior Inventions (to the extent incorporated into a product or process) which are now or hereafter made by the Contractor.

The Contractor agrees to keep and maintain adequate and current written records of all research and Inventions made by it (solely or jointly with others) during the Term of this Contract. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other media or format ("Company Records"). The Company Records will be available to and remain the sole property of the State of Florida at all times.

Upon termination or expiration of this Contract for any reason, the Contractor will promptly return any and all Company Records in its possession and shall not retain any Company Records in any form.

The Contractor agrees to assist the federal government and/or State of Florida, or its designees, at the federal government or State of Florida's expense, in every proper way to secure the federal government or State of Florida's rights in the Inventions, including, without limitation, any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights ("Intellectual Property") relating thereto in any and all countries, including the disclosure to the federal government of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the federal government shall deem necessary in order to apply for, obtain, maintain and transfer such right and in order to assign and convey to the federal government and/or State of Florida, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to the Intellectual Property, without any additional compensation paid to it. The Contractor further agrees that its obligation to execute or cause to be executed, when it is in its power to do so, any such instrument or papers shall continue after the termination or expiration of this Contract for any reason until the expiration of the last such Intellectual Property right to expire in any country of the world. If the federal government is unable, for any reason, to secure the Contractor's signature to apply for or to pursue any application for any United States or foreign patents or copyrights registrations covering Intellectual Property assigned to the federal government and/or State of Florida, then the Contractor hereby irrevocably designates and appoints the federal government and/or State of Florida and its duly authorized agents as its agent and attorney in fact, with full power of attorney, to act for and on its behalf to execute and file any such application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by the Contractor. The Contractor hereby waives and irrevocably quitclaims to the federal government any and all claims, of any nature whatsoever, which it now or hereafter has for infringement of any and all Intellectual Property rights assigned to the federal government and/or State of Florida.

## **INFORMATION SECURITY OBLIGATIONS**

The Contractor shall identify an appropriately skilled employee to function as its Data Security Officer who shall act as the liaison to the Coalition's Security Officer and who will maintain an appropriate level of data security for the information the Contractor is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated Contractor employees. **The Coalition's Security Officer**

can be contacted at (305) 646-7220, The Contractor's Security Officer can be contacted at (\_\_\_\_) \_\_\_\_\_.

The Contractor shall implement Internal Security Policies and Procedures, and shall furnish Security Awareness Training to its staff.

The Contractor shall notify the Coalition within twenty-four (24) hours if there is a breach of its information, security guidelines or if unauthorized persons gain access to confidential or private information belonging to parents or children served.

Pertaining to the data collected for this contract, the confidential children's information must be protected by the Contractor and the Coalition, as required by s. 1002.97, F.S., as amended.

### **EMERGENCY PREPAREDNESS**

If the tasks to be performed pursuant to this Contract include the physical care and control of clients, the Contractor shall, within thirty (30) days of Contract execution, submit to the Contract Manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Contractor to continue functioning in compliance with the Contract in the event of an actual emergency (the "Plan"). The Coalition shall accept, reject or request modification of the Plan in writing within thirty (30) days of receipt of the Plan. In the event of an emergency, the Coalition may exercise oversight authority over the Contractor in order to assure implementation of the Plan.

## **PROGRAM MANAGEMENT**

### **FEDERAL LAW**

The Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with the following provisions, as applicable: 45 C.F.R. Part 74 and/or 45 C.F.R. Part 80, 83, 84, 90 and 92 and/or 29 C.F.R. Part 97 and/or 20 C.F.R. Part 600 et seq., and all other applicable federal regulations, and OMB Circulars A-87, A-110, A-122, and A-133, 2 C.F.R. Part 200 et. seq., 2 C.F.R. Part 215, et. seq, whichever are applicable.

**Energy Policy and Conservation Act:** The Contractor agrees that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871)

### **MONITORING**

The Contractor shall permit the Coalition, or its designees, to perform monitoring procedures/processes, reviews, investigations, and evaluations of Contractor's services under this Contract. The Coalition may monitor both fiscal and programmatic compliance with all the terms and conditions of this Contract at times mutually agreed upon by the Parties.

The Contractor shall permit the Coalition, or its designees, to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring

function and requirements of the Coalition. Monitoring results and findings shall be communicated to the Contractor through an official written report ("Report"). The Contractor shall rectify any deficiencies within the period of time specified in the Report. If such deficiencies are not corrected within the specified time, the Coalition may suspend payments or terminate this Contract.

In addition to reviews of audits conducted in accordance with 2 C.F.R. 215 et. seq., OMB Circular A-133 and Section 215.97, FS. (as applicable) monitoring procedures may include, but not be limited to, on-site visits by the Coalition staff, limited scope audits such as sub-recipient monitoring as defined by OMB Circular A-133, as revised, and/or other procedures

## **STAFFING REQUIREMENTS**

The Contractor shall maintain an organizational structure and adequate administrative and support staff sufficient to fulfill the Contractor's obligations under this Contract. The Contractor shall submit Staffing Rosters, New Hire & Termination Reports for employees working under this project, and Organizational Charts in accordance with **Exhibit C**, which is attached hereto and incorporated herein by this reference. In the event the Coalition determines that the Contractor's staffing levels do not conform to those in the Contractor's approved budget, the Coalition shall advise the Contractor in writing and the Contractor shall have thirty (30) calendar days to remedy the identified staffing deficiencies. Failure to comply may result in the suspension of services and payment under this Contract until staffing levels are corrected. Budget modifications may be required when vacancies are not filled within the specified time frame and result in program income in accordance with Article IV, Section A hereof.

The Contractor shall ensure that all staff and any subcontractor staff are appropriately qualified, consistent with Rules 65C-22, FAC and any other applicable state, federal, and county laws and regulations.

## **BACKGROUND SCREENING**

In accordance with ss. 943.0542, 984.01, and 1012.465, Chs. 435 and 402, F.S., as applicable employees, volunteers and subcontracted personnel, which includes existing and/or any employee hired during the performance of the contract, who work in direct contact with children or who come into direct contact with children must complete a satisfactory Level 2 background screening. Level 2 Background screenings must be completed through the Florida Department of Law Enforcement ("FDLE"), VECHS Program. Satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families ("DCF") or the Department of Juvenile Justice ("DJJ") or the Miami Dade County Public School System ("MDCPS"). A clearance letter from MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted. In addition, an Attestation of Good Moral Character must be completed annually for each employee, volunteer, and subcontracted personnel who work in direct contact with children. The Contractor shall re-screen each employee, volunteer and/or subcontractor every year for local/municipality, the above-referenced Attestation of Good Moral Character and Sheriff/County and the respective employees' FDLE should be re-screened every five (5) years. All documentation/results of the background screenings for the Contractor's employees will be retained at the Contractor's office location and will be produced upon request of the Coalition. Should any employees, volunteers and subcontracted personnel satisfactory background screening results change, the Coalition must be notified in writing within ten (10) days of receipt by the Contractor.

## **MEETINGS**

The Parties shall meet quarterly, or more frequently as mutually agreed upon, with other community providers in order to enhance the delivery of services under this Contract.

The Contractor shall attend and participate in Coalition board meetings, workgroups, community collaborative groups, and attend in-service training sessions to the greatest extent possible and consistent with funding, program description, and design.

## **INCIDENT REPORTING**

The Contractor shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures. The Contractor shall ensure that any Qualified Sub-contractor shall comply with this section.

The Contractor and its employees shall immediately report any known or reasonable suspicion of abuse, neglect, 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). As required by Ch. 39 and Ch. 415, F.S.

## **RESPONSIVENESS**

Within thirty (30) days after execution of this Contract, the Contractor shall establish and maintain efficient external and internal communication systems, which shall include, but not be limited to the following:

Delineated points of contact for the program;

Ability to receive telephone calls, faxes, e-mail, and electronic documents; and

Organizational charts

Such systems shall be updated on a quarterly basis.

## **PROGRESSIVE INTERVENTION AND PROGRAM IMPROVEMENT**

**Stage I.** In the event the Contractor is (i) significantly below target on any performance measure, (ii) in serious fiscal situation, or (iii) during a Quality Assurance review findings identify other serious systemic concerns, as determined by the Coalition, the Coalition shall require action to correct performance deficiencies within a prescribed amount of time. The corrective action may include, but is not limited to, monthly reporting to the Coalition on resolution of issues, the assignment of a team to provide temporary technical assistance, and/or the assignment of an independent fiscal monitor.

**Stage II.** In the event of a failure to demonstrate satisfactory progress on the corrective action plan within the prescribed amount of time, as set forth in Stage I above, the Coalition may convene a Management Peer Review Team ("MPRT"). The MPRT team shall include an MPRT Executive Director from the Coalition, one (1) appointed Senior Manager with experience and/or knowledge in the deficient area, and (2) two representatives from the community served by the Contractor under review. The Parties must agree upon the two (2) community

representatives. No community representatives shall have any conflict of interest with the Contractor and will sign a Certification of No Conflict Form. The MPRT Executive Director from the Coalition shall act as chairman of the MPRT. The MPRT shall conduct joint assessment and planning between Contractor and the MPRT to bring provider's performance to an acceptable level and a timetable with measurable milestones for attaining an acceptable level of performance. The results of the planning process shall be included in a MPRT report to the Coalition ("Plan"). The MPRT will continue to meet with the Contractor as needed during Plan implementation and will render advice and assistance during that time. The MPRT may amend the Plan from time to time, if an amendment will contribute to the Contractor's ability to reach more promptly an acceptable level of performance.

**Stage III.** If the Contractor fails to demonstrate satisfactory progress after Stage II implementation, the Coalition may take one or more of the following actions:

Implement a financial penalty phase to identify specific contract funds to be redirected at the discretion of the Coalition for performance improvement as set forth herein;

Re-procurement of a Service(s) in underperforming programmatic areas; and/or

Re-procurement of the entire Contract.

Notwithstanding the foregoing, the Coalition shall maintain the authority to monitor Contract performance, require corrective action, impose penalties and cancel contracts for non-performance.

## **FINANCIAL MANAGEMENT**

### **MONTHLY INVOICING AND PAYMENTS**

The Contractor shall submit invoices, as stated in **Exhibit B**, for payment reimbursement based on the actual expenditures **no later than the 15<sup>th</sup> of the month** following the month of services. Prior to final payment, invoices and back-up documentation must be received for all funds used. The Contractor agrees to submit requests for payment marked as an original to the Coalition's Accounts Payable Department at monthly intervals, accompanied by such documentation as required by the Coalition and on the **15<sup>th</sup>** of the month, as set forth in **Exhibit B**, which is attached hereto and made a part hereof by reference. Late submission by the Contractor may result in delay of receipt of payment. **Payments will not be authorized until the Coalition's Contract Manager has reviewed and approved a properly completed invoice with supporting documentation which has been approved by the Program Director.** Invoices shall be submitted to Early Learning Coalition of Miami-Dade/Monroe, Inc., ATTN: Accounts Payable, 2555 Ponce de Leon Blvd., Suite 500, Coral Gables, FL 33134 and an electronic copy to [elcinvoices@elcmdm.org](mailto:elcinvoices@elcmdm.org) referencing **(C14-112, Medical Services )**.

The Contractor shall submit monthly invoices with detailed general ledgers for a proper pre-audit and post-audit pursuant to the specifications of the Coalition;

For quarterly fiscal monitoring, the following supporting documentation shall be made available upon Coalition request:

Narrative detailing services completed based in budget line items;  
Detail General Ledger showing all charges being invoiced;  
Payroll Register showing paid info for all wages and benefits being invoiced;  
Copies of vendor invoices, travel receipts, boarding passes, taxi, hotel, etc.;  
Training schedules with dates and sign-in sheets for attendees;  
Other documents that evidences payment of charges being invoiced; and  
Meal charges in compliance with per diem requirements of State of Florida for current year.

Where applicable, the Contractor shall submit bills for any travel expenses in accordance with s. 112.061, F.S.; and

The Coalition shall process invoices within forty-five (45) days of receipt of a properly completed invoice.

### **BUDGET REVISIONS**

The Contractor acknowledges that budget revision(s) require prior written approval from the Director of Contracts and Procurements and the Sr. VP Chief Administrative Officer or their designee(s) of the Coalition. Request for budget revisions must be submitted to the Contract Manager using the appropriate format, as determined by the Coalition. The Contractor must request a budget revision to add, delete, and/or modify any line item(s). Budget revisions shall not exceed the contracted amount. No more than two (2) budget revisions may be approved during the contract term. Once approved, budget revisions will be incorporated into the Contract.

### **FINANCIAL CLOSEOUT LETTER**

The Contractor shall submit the final invoice for payment to the Coalition's Contract Manager within forty-five (45) days from the end of the Contract Term. If the Contractor fails to do so, all rights to payment are forfeited and the Coalition will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by the Coalition.

### **RETURN OF FUNDS**

Contractor shall return to the Coalition any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this Contract that were disbursed to the Contractor by the Coalition. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately. In the event that the Coalition first discovers an overpayment has been made, the Contract Manager shall notify the Contractor by letter of such findings and the Contractor shall repay said overpayment immediately or be subject to the maximum lawful rate of interest.

## **INTERNAL CONTROLS**

The Contractor agrees to maintain Contractor's books and records in accordance with Generally Accepted Accounting Principles ("GAAP") and to institute fiscal controls to account for all monies received from the Coalition and spent to perform the Contractor's obligations under this Contract.

## **INVENTORY AND COALITION PROPERTY**

The Coalition shall own all property, tangible or intangible, purchased with Coalition funds under this agreement. A general inventory of all property purchased with Coalition funds shall be provided to the Coalition's Contract Manager by the third (3rd) calendar day of each January and July during the Term. The inventory of property shall include (but is not limited to) all software, hardware, copyrights, "work for hire" and related property produced or generated through the performance of this agreement. The inventory of property shall reference the specific Contract number under which funds were allocated to make the purchase and the inventory tag number. Contractor shall return all Coalition property upon termination of this agreement and/or upon the Coalition's request with Coalition approval. Contractor may continue to utilize such property for another Coalition funded activity with Coalition's prior written approval.

If the Contractor purchases new inventory with funding from this Contract, it must be approved in writing by the Coalition's Program Director prior to the purchase of the item, utilizing the Coalition's approved form, as stated within **Exhibit B**. This inventory will be tagged by the Coalition at the time of Contractor receipt.

The Contractor shall inventory annually and maintain accounting records for all equipment purchased and submit an inventory report to the Coalition's Contract Manager with the final expenditure report. The records shall include, at 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.

At no time shall the Contractor dispose property purchased under this Contract without the written permission of and in accordance with instructions from the Coalition Contract Manager.

Immediately upon discovery, the Contractor shall notify the Coalition Contract Manager, in writing, of any equipment loss with the date and reason(s) for the loss.

The Contractor shall be responsible for the correct use of all equipment furnished under this Contract.

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

Title (ownership) to all property acquired with funds from this Contract shall be vested in the Coalition and said property shall be transferred to the Coalition upon completion or termination of the Contract unless otherwise authorized in writing by the Coalition. In addition to the nonexpendable property identified above, the Contractor will maintain a separate list of property that has a useful life greater than one year that will be returned to the Coalition upon termination of the Contract. Items that should be maintained on this supplemental inventory list shall include, but not be limited to, chairs, desks, and other furniture, calculators, computers, printers, facsimile

equipment, copiers, books, and other property that represent resources that are not categorized as office supplies or depleted as such.

All property purchased/owned by the Coalition, or with funds provided by the Coalition, will be marked and numbered with Coalition Inventory tags. This includes but is not limited to computers and other technological hardware/components, software, and furniture.

## **MISCELLANEOUS**

### **GOVERNING LAW; VENUE**

This Contract shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Exclusive venue for any proceeding arising between the Parties in any manner pertaining or related to this Contract shall lie in a court of competent jurisdiction in and for Miami-Dade County, Florida.

### **ENTIRE AGREEMENT**

This Contract, and all attachments, sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto as to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

### **NO WAIVER**

No waiver of any provision of this Contract shall be effective unless it is in writing and signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

### **FURTHER ASSURANCES**

The Parties shall execute and deliver such further acts and things as may be reasonably required to carry out the intent and purpose of this Agreement.

### **ATTORNEYS' FEES**

If any Party is required to engage in litigation or other legal proceeding against the other Party, either as plaintiff or as defendant, in order to enforce or defend any rights under this Contract, and such process results in a final judgment or ruling in favor of such party ("Prevailing Party"), the Party against whom said final judgment or ruling is obtained may seek reasonable attorneys' fees and costs, including paralegal fees, court costs and other expenses incurred throughout all negotiations, proceedings, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder.

### **CONSTRUCTION**

Every covenant, term and provision of this Contract shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Contract shall not be construed against either party by virtue of a party being deemed the Contract's drafter. The headings of the various sections of this Contract are intended solely for convenience of reference, and shall not

be deemed or construed to explain, define, limit, modify or place any construction upon the provisions hereof. Wherever the context requires, any noun or pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter in form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural and vice versa as the case may require.

**COUNTERPARTS**

This Contract and any Amendments may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Facsimile signatures shall be treated as effective as original signatures.

**PROVISIONS SEVERABLE**

This Contract is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the parties do business. If any provision of this Contract, or the application thereof to any person or entity or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or entities or circumstances shall not be affected thereby, but rather shall remain in full force and effect, and be construed and enforced to the greatest extent permitted by law as if such invalid or unenforceable provision(s) were omitted.

**CONFLICT OF INTEREST**

The Contractor represents that the execution of this Contract does not violate Contractor's conflict of interest policy. The Contractor agrees to abide by and be governed by these conflict of interest laws throughout the course of this Contract and in connection with its obligations hereunder.

**FORCE MAJEURE**

Neither Party shall be in default to perform under this Contract if such failure arises out of any act, event or circumstance beyond the reasonable control of such Party, whether or not predicated or foreseeable. The Party so affected will resume performance as soon as reasonably possible.

**NOTICES**

All notices or communications that are required under this Contract shall be in writing to either Party by the other and shall be delivered personally, sent by courier, U.S. registered or certified mail, postage prepaid or transmitted via facsimile or electronic mail addressed to such party at the addresses stated herein, and shall be deemed given on the date so delivered. Said notice shall be sent to the representative of the Contractor responsible for administration of the program, to the designated addresses as follows:

The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The name of the contract person and street address where financial, administrative and programmatic records are maintained is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The name, address and telephone number of the representative of the Contractor responsible for administration of the program under this Contract

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The name, address, and telephone number of the Contract Manager for the Coalition under this Contract is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon change of representatives of names, address, telephone numbers) by either party, notice shall be provided in writing to the other party.

**MODIFICATIONS**

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both Parties.

**SURVIVAL PROVISIONS**

All rights and obligations under this Contract with respect to Article II, Section G(4) – (Liability Insurance); Article II, Section J (Breach of Contract and Remedies), Section M – (Indemnification); Article II Section N – (Confidentiality); Article II, Section O – (Subcontracting) shall survive the expiration or termination of this Contract.

**RELATIONSHIP OF THE PARTIES**

The Parties agree that neither is an employee, servant, agent, partner or joint venturer of the other Party. 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 Agreement. 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. The Parties agree that this Contract does not create a fiduciary relationship between the Parties.

**NO ASSIGNMENT**

This Contract and all rights and obligations hereunder are personal to the Parties and may not be assigned in whole or in part by either Party without the prior written consent of the other Party.

**ALL TERMS AND CONDITIONS INCLUDED**

This Contract and its attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties. If any term or provision for this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

***[Signature page follows]***

**SIGNATORY FORM**

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Contract to be executed on its behalf by its duly authorized officer (s) or agent(s).

**AUTHORIZED SIGNATURES FOR  
PROGRAM ENTITLED:  
CONTRACT NUMBER:**

**[Insert Program Name]  
[Insert Contract Number]**

**Coalition:  
EARLY LEARNING COALITION OF MIAMI-  
DADE/MONROE, INC.**

**Contractor:  
[Insert Name]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Evelio C. Torres, M.P.A.

Name: \_\_\_\_\_

Title: President and CEO

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

Date:

Date:

**Federal Employer ID Number: [Insert]**

**EXHIBIT A-1**

**STATEMENT OF WORK**

**1. SERVICES TO BE PROVIDED**

General Description of Services.

Program Activities.

**MANNER OF SERVICES**

Contractor Task List-

*Staffing Requirements.* The Contractor shall:

*Reporting Requirements.* The Contractor shall:

Provide monthly reports and invoices thirty (30) days after the month for services completed during the prior month.

Comply with all reporting requirements.

**EXHIBIT A-2**  
**DELIVERABLES**

**EXHIBIT A-3**

**QUARTERLY PERFORMANCE REPORTS TEMPLATE**

<b><u>Quarterly Performance Objectives</u></b>	<b><u>Target</u></b>	<b><u>1<sup>st</sup> Quarter Results</u></b>	<b><u>2<sup>nd</sup> Quarter Results</u></b>	<b><u>3<sup>rd</sup> Quarter Results</u></b>	<b><u>4<sup>th</sup> Quarter Results</u></b>

**EXHIBIT A-4**

**PERFORMANCE MEASURES**

**[Insert or Attach]**

**EXHIBIT A-5**  
(See attached)

**REPORTING REQUIREMENTS**

<b>Required Reporting</b>	<b>Frequency</b>	<b>Due Date</b>	<b>Number and Types of Copies Due</b>	<b>Coalition's Contact Information</b>
Administrative Reports/Plans: 1) Staffing Report, new hire & termination reports (including number of staff and educational requirements as stated within the scope of work). 2) Organizational Charts 3) Cost Allocation Plan 4) Emergency Preparedness 5) Certificate of Contractor 6) Certificate of Status (if applicable)	One time	Within thirty (30) days of contract execution.	One (1) electronic copy	<b>Coalition's Contract Manager contact information: 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134</b>
Coalition Approved Budget	One time	Prior to contract execution.	One (1) electronic copy	
Certificate of Insurance	One time	Prior to contract execution.	One (1) electronic copy	
Monthly Report	Monthly	First report due on October 15, 2014. Subsequent reports due on the 15th of each following month.	One (1) electronic copy	
Ad Hoc Data and Data Reports request made by the Coalition	As requested	Provide response within ten (10) days of request.	One (1) electronic copy	
Quarterly Reports: 1) Quarterly Report 2) Staffing Report 3) Quarterly Performance Measures Report	Quarterly	First report due on January 15, 2015 (for Q1 & Q2). Subsequent reports due on the 15th of April and July 2015.	One (1) electronic copy	
Assessment Report	One time	Report due by July 15, 2015	One (1) electronic copy	
Invoice with detailed general ledgers and back up documentation	Monthly	First invoice due on October 15, 2014. Subsequent invoices due on the 15 <sup>th</sup> of each following month.	One (1) electronic copy and one (1) hard copy	
Financial Audits: 1) OMB-133 Audit 2) Financial organization's audit	One time	On the earlier of thirty (30) days after Contractor's auditor releases the Financial Report or nine (9) months after the end of Contractor's fiscal year.	One (1) electronic copy and one (1) hard copy	
Financial close-out	One time	Forty-five (45) days after contract completion.	One (1) electronic copy	

**EXHIBIT B-1**

**BUDGET**

**(See attached)**

## EXHIBIT B-2 SAMPLE INVOICE



**The Early Learning Coalition of Miami-Dade/Monroe, Inc.**  
**Exhibit B**  
**Contracted Services Invoice**

Contract #

Name of Organization: <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>	Billing Period (Month/Year): <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
Name of Program/Project: <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>	Federal Identification Number: <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>

	Originally Approved	Current Amt Billed	Previous Amt Billed	Amt Remaining
A. <b>Total Start-up</b> (itemized report & original receipts or certified original attached):	<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	\$ -
B. <b>Total Cost Reimbursement (i.e., Flex Funds)</b> (itemized report & original receipts or certified original attached):	<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	\$ -
C. <b>Pro-rata Rate</b> (Leave Blank if Not Applicable)	<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	\$ -
D. <b>Match Contribution</b> (If applicable, complete section C page 2)	\$ -	\$ -	\$ -	\$ -
E. <b>Total Dollar Value for Units Billed</b> (Section A page 2)	\$ -	\$ -	\$ -	\$ -
F. <b>Net Amount Requested for Reimbursement/Month:</b>		\$ -	\$ -	\$ -
G. <b>Totals</b>	\$ -	\$ -	\$ -	\$ -

\* Total Does Not Include Match

H. **CERTIFICATION:** The undersigned Contractor, as an authorized signature for the contract between The Early Learning Coalition of Miami-Dade/Monroe, Inc. and \_\_\_\_\_ hereby affirms and certifies that the services billed herewith have been delivered to as per agreement, and all clients served have met the program eligibility requirements and that sufficient written information is available to document services. Contractor also represents to the Coalition that no other funding source is used for invoiced services in accordance with the core contract.

Approved Signature: \_\_\_\_\_ Date:

Print Name and Title:

FOR Coalition USE ONLY: Accounting Code _____	On Time:	On Time: Yes _____	No _____
Contract Manager Reviewer/Date: _____			Date Stamp
Director of Contracts & Procurement Approval/Date: _____			
Fiscal Approval/Date: _____			
Comments: Repayment of disallowed units cited in monitoring reports:			



The Early Learning Coalition of Miami-Dade/Monroe, Inc.  
 Exhibit 1  
 Invoice

Contract #

A. Total of Units Billed	Current Month			Dollar Value				Number of Units				
	Unit Type	Unit Cost	Total Units	Total Dollar Value	Original Contract - Dollars	Amount Billed (current month)	Previous Amount Billed (do not incl current month)	Amount Remaining	Original Contract Units	Amount Billed (current month)	Previous Amts Billed (do not incl current month)	Units Remaining
1				\$ -		\$ -		\$ -		0.00		0.00
2				\$ -		\$ -		\$ -		0.00		0.00
3				\$ -		\$ -		\$ -		0.00		0.00
4				\$ -		\$ -		\$ -		0.00		0.00
5				\$ -		\$ -		\$ -		0.00		0.00
<b>Total</b>				\$ -	\$ -	\$ -	\$ -	\$ -	0.00	0.00	0.00	0.00

C. Match Contribution: (please complete Section C if match contribution is required. Match may be in Cash or In-Kind.)

Match Documentation for Cash or In-Kind Contributions			
1 Originally Approved Match - Core Contract	\$ -	Description of Match	Type of Backup Available
2 Current Month Match Amount	\$ -		
3 <b>Subtract:</b> Previously Billed Match Amount	\$ -		
4 Remaining Match Balance	\$ -		

I hereby affirm that the units above are accurate and if indicated, the match described above adds to the agency's ability to provide services in the above contract, and are not derived from any other grant or contract.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name & Title

\_\_\_\_\_  
 Date



**EXHIBIT C**

**ASSURANCES AND CERTIFICATIONS**

The Early Learning Coalition will not award a contract ("Contract") where the Contractor has failed to accept the Assurances and Certifications contained in this **EXHIBIT C**. In performing its responsibilities under the Contract, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Assurances - Non-Construction Programs (SF 424 B)**
- B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction**
- C. Certification Regarding Lobbying**
- D. Certification Regarding Drug-Free Workplace Requirements**
- E. Certification Regarding Convicted Vendor List and Discriminatory Vendor List**
- F. Certification Regarding Separation of Voluntary Prekindergarten Education Program and School Readiness Program Funds section 1002.89(5) Florida Statutes, as amended, section 1002.71(1) and (7) Florida Statutes and 45 C.F.R. § 98.54**
- G. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995**
- H. Trafficking Victims Protection Act of 2000 (TVPA), as amended, (22 U.S.C. 7104(g))**
- I. Certification Regarding Environmental Tobacco Smoke - The Pro-Children Act of 2001**
- J. Subrecipient Monitoring**
- K. Certification Regarding Immigration Status**
- L. Certification Regarding Standards of Conduct**
- M. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)**
- N. "The Transparency Act" (as defined in 2 CFR Part 170)**
- O. Protection of Human Subjects Assurance Identification/Certification/Declaration (Common Federal Rule).**
- P. Certification of Filing and Payment of Federal Taxes [pdf 40k] Applicable if Grant Agreement exceeds five million dollars. See the pdf file.**
- Q. Equal Employment Opportunity (E.E.O.)**
- R. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 S.C. 1251 et seq.), as amended**
- S. Energy Efficiency**
- T. Scrutinized Companies Lists**
- U. Omnibus Budget Reconciliation Act**
- V. Americans with Disabilities Act of 1990**
- W. Rights to Inventions Made Under Contract or Agreement**
- X. Construction or Renovation of Facilities Using Program Funds**
- Y. Office of Management and Budget (OMB) Circulars**
- Z. Compliance with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)**
- AA. Certification Regarding Background Screening**
- BB. Compliance with Sarbanes-Oxley**
- CC. Certification Regarding Nondiscrimination and Equal Opportunity Assurance**
- DD. Davis Bacon Act, as amended (40 USC 176a, et seq.).**

By signing the Contract, the Contractor is providing the above assurances and certifications as detailed below:

**A) ASSURANCES – NON-CONSTRUCTION PROGRAMS.**

NOTE: Certain of these Assurances may not be applicable to the Contractor's project or program. If you have questions, please contact the Coalition.

As the duly authorized representative of the Contractor, I certify that the Contractor:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-Federal share of project cost) to ensure proper planning, management and completion of the Agreement.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the Coalition.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
7. Will comply with, or has already complied with, the requirements of titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for

fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. ss. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. ss. 276a to 276a7), the Copeland Act (40 U.S.C. ss. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ss. 327-333) regarding labor standards for federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ss. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ss. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ss. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. s. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. ss. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. ss. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ss. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

**B) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The prospective Contractor, through the duly appointed undersigned representative, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency. The Federal Excluded Parties list is currently located at <https://www.epls.gov/> and also available passing through the Florida Department of Management Services website at:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspected\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspected_discriminatory_complaints_vendor_lists/convicted_vendor_list)

The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.

2. Have not, within a three-year period preceding the Agreement, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B.2. of this certification; and/or

4. Have not, within a three-year period preceding the Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

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

**C) CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned, as a duly authorized representative of the Contractor, 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 Contractor, 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 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 Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The Contractor 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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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. Please refer to Attachment 5, Exhibit A.

**D) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Pursuant to the Drug-Free Workplace Act of 1988: 45 C.F.R. Part 76, Subpart F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b), the Contractor, through the duly appointed undersigned representative, attests and certifies that the Contractor 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 Contractor'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 Agreement Manager/Grant officer on whose Agreement/Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Agreement(s)/Grant(s).

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.

Notwithstanding the foregoing, it is not required to provide the workplace address under this Agreement. As of today, the specific sites have been disclosed to the Coalition and the Parties and we have agreed not to require the specific addresses, with the understanding that if any of the identified places change during the performance of this Agreement, the Contractor will inform the Coalition of the changes in writing within five (5) days of the change.

The Contractor will inform the Coalition of any changes relevant to the provisions of this section in writing, within five (5) days of the change.

**E) CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST**

The Contractor hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list, or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspected\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspected_discriminatory_complaints_vendor_lists/convicted_vendor_list).

The Contractor understands and agrees that it is required to inform the Coalition immediately upon any change of circumstances regarding this status.

**F) CERTIFICATION REGARDING SEPARATION OF VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM AND SCHOOL READINESS PROGRAM FUNDS, SECTION 1002.89 (5) FLORIDA STATUTES, AS AMENDED, SECTION 1002.71(1) AND (7) FLORIDA STATUTES and 45 C.F.R. § 98.54**

The VPK and the SR programs are independent programs, funded by separate state and federal sources. All expenditures made and fiscal records maintained by the Contractor shall reflect the separation of the expenditure of funds.

The Contractor hereby certifies that:

All SR (Child Care Development Fund, Temporary Assistance to Needy Families, Social Services Block Grant and General Revenue) funds will be expended solely for the operation of the SR programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the Contractor. All state general revenue funds awarded for the operation of the Voluntary Prekindergarten Education Program shall be used solely in the operation of the Voluntary Prekindergarten Education Program and shall be distinctively and clearly identifiable in all fiscal records maintained by the Contractor.

**G) UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995**

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Contractor shall comply with section 507, P.L. 103-333. To the extent practicable, all equipment and products purchased with funds made available in this Act should be American-Made.

**H) TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA), as amended, (22 U.S.C. 7104(g))**

This Agreement is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:

[http://www.acf.hhs.gov/grants/award\\_term.html](http://www.acf.hhs.gov/grants/award_term.html).

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Contractor shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each agency award (i.e., grant or cooperative agreement) under which funding is provided to a private entity, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub awards under the award.

**I) CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE - THE PRO-CHILDREN ACT OF 2001**

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, lease, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facility are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where Women,

Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

**J) SUBRECIPIENT MONITORING**

The Contractor certifies that it has established and shall implement fiscal and programmatic monitoring procedures for its sub-Contractors.

**K) CERTIFICATION REGARDING IMMIGRATION STATUS**

The Contractor certifies that it agrees to comply with the provisions of section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC § 1611), ensuring that only individuals eligible for Child Care Development Fund ("CCDF") services receive them.

**L) CERTIFICATION REGARDING STANDARDS OF CONDUCT**

The Contractor certifies that it shall comply with the provisions of the Health and Human Services Grants Policy Statement and 45 C.F.R. 92.36(b)(3) regarding standards of conduct by establishing safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**M) CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)**

In accordance with Public Law 111-117, no federal funds made available under this Agreement may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in H.R. 3571, the Defund ACORN Act.

**N) "THE TRANSPARENCY ACT" (as defined in 2 CFR Part 170)**

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

HHS now requires this program award to adhere to the Sub-award and Executive Compensation reporting requirements of "the Transparency Act" (as defined in 2 CFR Part 170). Under the Transparency Act all sub awards (as defined in 2 CFR Part 170) over \$25,000 must be reported, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act (FFATA) at the following URL: [http://www.acf.hhs.gov/grants/award\\_term\\_ffata.html](http://www.acf.hhs.gov/grants/award_term_ffata.html).

**O) Protection of Human Subjects Assurance Identification/Certification/Declaration (Common Federal Rule). Please refer to Attachment 5, Exhibit B.**

**P) Certification of Filing and Payment of Federal Taxes [pdf 40k] Applicable if Agreement exceeds \$5 million dollars. Please refer to Attachment 5, Exhibit C.**

**Q) EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)**

The Contractor agrees that it shall comply with Executive Order (E.O.) No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp. p. 339), September 24, 1965, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR part 60), "Office of Federal Compliance Programs, Equal Opportunity, Department of Labor". See 45 CFR 92.36(i)(3).

**R) CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 ET SEQ.), AS AMENDED**

If this grant or contract is in an amount in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR 92.36(i)(12).

**S) ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163). See 45 CFR 92.36(i)(13).

**T) SCRUTINIZED COMPANIES LISTS**

Scrutinized Companies Lists Provisions and Certification - section 287.135, Florida Statutes - If this Agreement is for goods or services of \$1 million or more and entered into or renewed on or after July 1, 2011, then the Coalition may terminate this contract at its sole option if the Contractor is found to have submitted a false certification as provided under subsection (5) of s. 287.135, F.S., or been placed on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to s. 215.473, F.S.

If this Agreement is in the amount of \$1 million or more, in accordance with the requirements of s. 287.135, F.S., Contractor, by signing this Agreement, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**U) OMNIBUS BUDGET RECONCILIATION ACT**

Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.

**V) AMERICANS WITH DISABILITIES ACT OF 1990**

The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

**W) RIGHTS TO INVENTIONS MADE UNDER CONTRACT OR AGREEMENT**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the Contractor in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Coalition.

**X) CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS**

The Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

**Y) OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS**

The CONTRACTOR agrees that, if applicable, it shall comply with all applicable OMB circulars, such as A-21, A-87, A-102, A-110, A-122, and A-133, as applicable.

**Z) COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

The Health Insurance Portability and Accountability Act of 1996 requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with Privacy Policies and Procedures of the entity or the requirements of 45 CFR § 164.530 (e) (1). The Health Information Technology for Economic and Clinical Health Act, as part of the American Recovery and Reinvestment Act of 2009, expanded HIPAA's scope to apply to business associates, implements certain privacy requirements, expands notification requirements due to breaches of Public Health Information, outlines restrictions on the sale and disclosure of Public Health Information, and provides for periodic audits, formal investigation complaints, and civil monetary penalties. Accordingly, it is the intention of the Coalition to seek to ensure the confidentiality and integrity of consumer or employee protected health information (PHI) as required by law, professional ethics, and accreditation or licensure requirements. The Coalition requires compliance with all applicable provisions of HIPAA and HITECH.

Any person or entity that performs or assists the Coalition with a function or activity involving the use or disclosure of individually identifiable health information (IIHI) and/or PHI shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009. HIPAA mandates privacy, security and electronic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Agreement or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the Coalition of any unauthorized use or disclosure;
4. Assurances that any agents and sub-Contractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

7. Making PHI available to the Coalition for an accounting of any authorized and unauthorized disclosures; and

8. Making all internal practices, books and records related to PHI available to the Coalition for compliance audits.

PHI shall be maintained in its protected and confidential status regardless of the form or method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that may be made with PHI.

HITECH imposes additional regulations, which include but are not limited to:

1. Violations of the HIPAA privacy and security rules can be enforced directly against business associates.

2. Removal of certain identifiers of an individual or of relatives, employers, or household members of the individual to prevent breaches of requirements;

3. Expanded notification requirements due to breaches of an individual's PHI, obligating covered entities and business associates to notify individuals of breaches of their PHI;

4. Restrictions on the sale and disclosure of an individual's PHI;

5. Imposition of a "minimum necessary" standard regarding collection of information;

6. Requirement of periodic audits and formal investigation complaints, and the potential imposition of monetary penalties.

Business associates will be required to indemnify the Coalition from and against any and all claims, losses, liabilities, costs and other expenses resulting from or relating to the acts or omissions of the business associate in connection with the Business Associate's obligations and responsibilities under HIPAA and HITECH.

Customer and employee PHI shall be regarded as confidential and may not be used or disclosed except to authorized persons for authorized purposes. Access to PHI shall only be permitted for direct customer care, approved administrative or supervisory functions or with approval of the appropriate Contractor staff designated as the Privacy Officer, Executive Director or Human Resource Director by the Contractor.

#### **AA) CERTIFICATION REGARDING BACKGROUND SCREENING**

1. Any Contractor or sub-Contractor who meets the definition of "Qualified Entity" as defined in s. 943.0542, F.S.:

"Qualified Entity" means a business or organization, whether public, private, operated for profit, operated not for profit, or voluntary, which provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services:

a. Shall register with the Florida Department of Law Enforcement (FDLE) and have all of its employees assigned to work on this Agreement screened in a manner consistent with Section 943.0542, F.S.

b. Shall ensure that any sub-recipient or sub-Contractor it retains who also meets the definition of "Qualified Entity" to also register and have all of its employees assigned to work on this Agreement (or Contract) screened in a manner consistent with Section 943.0542, F.S.

c. Shall maintain on file at the Contractor for appropriate monitoring and audit purposes verification for all personnel of Contractor and of any sub-recipient or sub-Contractor, if applicable, assigned to work on this Agreement of:

1. Passing the level 2 background screening standards as set forth in s. 435.04 F.S.,
2. The highest level of education claimed, if required for the position,
3. All applicable professional licenses claimed, if required by the position, and
4. Applicable employment history, if required by the position.

d. Shall obtain no later than ten days after beginning employment, and subsequently maintain on file at the Contractor for appropriate monitoring and audit purposes the above verification for new personnel assigned to this Agreement.

e. A level 2 background screening no earlier than five years before the effective date of this Agreement shall be accepted as in compliance with this provision.

f. Shall update the background screening before the anniversary date of the initial background screening check, and every five years thereafter, if the individual continues to perform under this Agreement.

g. Shall redo the background screening if there is a ninety day lapse in employment from working on this Agreement in which case the person shall be rescreened before being assigned to this Agreement.

h. Shall arrange for and pay all the costs for background screenings.

2. Any Contractor or Sub-Contractor who does not meet the definition of "Qualified Entity" shall nevertheless comply with all of the above standards except a level 1 background screening is substituted for a level 2 screening. The level 1 screening shall include submission of fingerprints as opposed to only a name check.

3. Contractor shall:

a. Require each employee it assigns to this Agreement to notify the Contractor within ten days of being arrested for any criminal offense.

b. Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening, and if so remove the employee from work on this Agreement.

c. The employee may not return to work on this Agreement until cleared of all charges.

4. Sub-recipient or Sub-Contractor

a. Require each employee it assigns to a contract or subcontract with the Contractor to notify the Contractor within ten days of being arrested for any criminal offense.

b. Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening, and if so remove the employee from work on the contract or subcontract.

c. The employee may not return to work on the contract or subcontract until cleared of all charges.

**BB) COMPLIANCE WITH SARBANES-OXLEY**

The Contractor shall comply with the following provisions of the Sarbanes-Oxley Act:

1. Contractor agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation;
2. Contractor agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

**CC) CERTIFICATION REGARDING NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE**

As a condition of this Agreement, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 C.F.R. Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that the Coalition and the United States has the right to seek judicial enforcement of the assurances.

**DD) Davis-Bacon Act, as amended (40 USC 276a, et seq.)**

When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and subrecipients award shall include a provision for compliance with the Davis-Bacon Act ( 40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum

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

By signing below, the Contractor, through the duly appointed undersigned representative, certifies and assures that it will fully comply with the applicable assurances outlined in parts A through DD, above.

**CONTRACTOR  
[INSERT NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT C-1  
CERTIFICATION REGARDING LOBBYING**

CERTIFICATION REGARDING LOBBYING

ELC Miami-Dade  
Monroe

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND  
COOPERATIVE AGREEMENTS**

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

**EXHIBIT C-2**

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

**Certification of Filing and Payment of Federal Taxes**

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

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

**AND**

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

**AND**

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

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

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

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

\_\_\_\_\_  
Date

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

**EXHIBIT C-3**

**PROTECTION OF HUMAN SUBJECTS  
ASSURANCE IDENTIFICATION/IRB CERTIFICATION/DECLARATION OF EXEMPTION**

OMB No. 0990-0263

Approved for use through 1/31/2012

**Protection of Human Subjects  
Assurance Identification/IRB Certification/Declaration of Exemption  
(Common Rule)**

*Policy:* Research activities involving human subjects may not be conducted or supported by the Departments and Agencies adopting the Common Rule (56FR28003, June 18, 1991) unless the activities are exempt from or approved in accordance with the Common Rule. See section 101(b) of the Common Rule for exemptions. Institutions submitting applications or proposals for support must submit certification of appropriate Institutional Review Board (IRB) review and approval to the Department or Agency in accordance with the Common Rule.

Institutions must have an assurance of compliance that applies to the research to be conducted and should submit certification of IRB review and approval with each application or proposal unless otherwise advised by the Department or Agency.

1. Request Type <input type="checkbox"/> ORIGINAL <input type="checkbox"/> CONTINUATION <input type="checkbox"/> EXEMPTION	2. Type of Mechanism <input type="checkbox"/> GRANT <input type="checkbox"/> CONTRACT <input type="checkbox"/> FELLOWSHIP <input type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> OTHER: _____	3. Name of Federal Department or Agency and, if known, Application or Proposal Identification No.
4. Title of Application or Activity		5. Name of Principal Investigator, Program Director, Fellow, or Other

6. Assurance Status of this Project (*Respond to one of the following*)

This Assurance, on file with Department of Health and Human Services, covers this activity:  
 Assurance Identification No. \_\_\_\_\_, the expiration date \_\_\_\_\_ IRB Registration No. \_\_\_\_\_

This Assurance, on file with (*agency/dept*) \_\_\_\_\_, covers this activity.  
 Assurance No. \_\_\_\_\_, the expiration date \_\_\_\_\_ IRB Registration/Identification No. \_\_\_\_\_ (*if applicable*)

No assurance has been filed for this institution. This institution declares that it will provide an Assurance and Certification of IRB review and \_\_\_\_\_ approval upon request.

Exemption Status: Human subjects are involved, but this activity qualifies for exemption under Section 101(b), paragraph \_\_\_\_\_.

7. Certification of IRB Review (*Respond to one of the following IF you have an Assurance on file*)

This activity has been reviewed and approved by the IRB in accordance with the Common Rule and any other governing regulations.  
 by:  Full IRB Review on (date of IRB meeting) \_\_\_\_\_ or  Expedited Review on (date) \_\_\_\_\_  
 If less than one year approval, provide expiration date \_\_\_\_\_

This activity contains multiple projects, some of which have not been reviewed. The IRB has granted approval on condition that all projects covered by the Common Rule will be reviewed and approved before they are initiated and that appropriate further certification will be submitted.

8. Comments

9. The official signing below certifies that the information provided above is correct and that, as required, future reviews will be performed until study closure and certification will be provided.	10. Name and Address of Institution	
11. Phone No. <i>(with area code)</i>		
12. Fax No. <i>(with area code)</i>		
13. Email:		
14. Name of Official	15. Title	
16. Signature		17. Date

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