

**GRANT AGREEMENT**  
between  
**AGENCY FOR WORKFORCE INNOVATION**  
and  
**Early Learning Coalition of \_\_\_\_\_**

This Grant Agreement (“Agreement”) sets forth the terms and conditions with which the Early Learning Coalition of \_\_\_\_\_ (the “Coalition/Grantee”) agrees to comply for the receipt of federal and state funds from the Agency for Workforce Innovation (“AWI” or the “Agency/Grantor”). The Agreement shall take effect on July 1, 2009, and may be renewed on an annual basis at the Agency’s discretion. The coalition shall comply with any newly enacted federal and state statutes or rules that supersede the provisions of this Agreement.

**(1) EARLY LEARNING PLANS**

In order to receive funds under the Agreement, the Coalition must have a plan, approved by the Agency, for implementation of its Early Learning programs. Early Learning programs include the Voluntary Prekindergarten Education Program (VPK) and the School Readiness Programs (SR) including Child Care Resource and Referral and the Inclusion/Warm-Line program.

**(2) FUNDING**

The Coalition shall be notified of its level of allocated funding under the Agreement by way of Notice of Award. Separate Notices of Award will be issued to notify the Coalition of its amount of funding from SR and VPK funding sources. These notices may contain more specific instructions related to the expenditure of funds and additional terms and conditions associated with the specific award. Expenditure of any funds under the Agreement shall constitute the Coalition’s acceptance of the terms and conditions contained in the Agreement and in the Notice of Award. Failure to comply with the terms and conditions of the Agreement and of the Notice of Award may result in the loss of federal and state funds and may be grounds for the suspension or termination of the Agreement and result in a determination of disallowed costs.

**(3) STATE AND FEDERAL REQUIREMENTS**

The Coalition shall ensure that the funds provided under the Agreement are expended for Early Learning programs and services in accordance with the Coalition’s approved Plan and applicable state and federal law.

**(4) ADVANCED PAYMENTS AND PREPAYMENTS**

(a) The Coalition may be authorized to receive advanced funds for the SR Program, administrative costs of the VPK Program, and direct services costs of the VPK Program which are reasonably based on the projected cash needs of the Coalition. Approval of an advance is contingent upon issuance of budget authority to the Agency by the Executive Office of the Governor. The Coalition shall follow the procedures for the request of an advance, re-payment, and reconciliation in accordance with OEL File 240.01. The Coalition may not receive a program specific advance until all previous program specific advances have been repaid.

(b) For VPK program funds, the Coalition may receive monthly prepayments for direct services beginning in July of the fiscal year, based on the number of students enrolled. The monthly prepayments shall be reconciled against actual attendance as reported in subsequent months. The attendance adjustment to each monthly prepayment shall be no more than sixty (60) days in arrears from the close of the monthly reporting period. The prepayment adjustment period may be extended upon written approval by the Agency.

#### **(5) PAYMENT OF INTEREST EARNED ON PROGRAM FUNDS**

In accordance with section 216.181(16), Florida Statutes, and Office of Management and Budget (OMB) Circular A-110, the Coalition shall invest the funds received under this Agreement in a secure interest-bearing account and earn interest on the invested funds unless otherwise authorized by the Agency. Interest income shall be returned to the Agency in accordance with OEL File 240.01.

#### **(6) ASSIGNMENTS AND SUBCONTRACTS**

The Agency shall at all times be entitled to assign or transfer its rights, duties, or obligations under the Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Coalition. The Coalition agrees not to assign the responsibility for the Agreement to another party without express written approval of the Agency. The Coalition agrees to notify the Agency prior to changes in their service delivery provider of Early Learning programs in accordance with paragraph (12) of this Agreement. In the event the Agency or an agency of the State of Florida approves transfer of the Coalition's obligations, the Coalition remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, the Agreement shall bind the successors, assigns, and legal representatives of the Coalition and of any legal entity that succeeds the obligations of the Agency. It is the Coalition's responsibility to ensure that its subrecipients observe the same terms and conditions as contained in the Agreement unless the Agency provides an express waiver in writing of a term or condition of this Agreement for the Coalition's subrecipients.

#### **(7) COALITION STAFFING OR ADDRESS CHANGES**

The Coalition shall notify the Agency as soon as possible, but no later than five (5) working days of any changes in address or key personnel positions of the Coalition. Key personnel positions include the Executive Director, the director of program operations, and the finance officer. Changes in key personnel may include resignations, approved leaves of absence of six (6) weeks or more, or terminations. Such notification shall be in writing and shall include information related to replacement staff assigned. Notices regarding address changes or key personnel staffing changes shall be sent to both of the following Agency contacts:

Office of Early Learning at [AWI\\_comments@flaawi.com](mailto:AWI_comments@flaawi.com)

Financial Management Systems Assurance Section (FMSAS) at [FMSAS-OEL@flaawi.com](mailto:FMSAS-OEL@flaawi.com)

#### **(8) SUBRECIPIENT MONITORING**

The Coalition shall prepare and implement a monitoring plan for each fiscal year that documents the monitoring procedures planned for all contracts, grants, agreements, and programs. The plan shall include monitoring of all subrecipients (including, but not limited to central agencies and material service providers) on an ongoing basis, but not less than quarterly. Subrecipient eligibility monitoring shall include, at a minimum, the elements required within the School Readiness Standard Eligibility Review Program and the Voluntary Prekindergarten Standard Eligibility Review Program available at: <http://www.floridajobs.org>. Subrecipient fiscal monitoring shall include, at a minimum, such activities as outlined in the Agency's Financial Monitoring Tool available at <http://www.floridajobs.org>. These activities shall include, but are not limited to regular contact with subrecipients, desk reviews, and site visits. The Coalition certifies that it has established and shall implement a monitoring plan in accordance with this paragraph, which includes, at a minimum, reporting, corrective action resolution, and tracking.

#### **(9) AUDITS**

(a) The Coalition shall provide the Agency with an annual single audit in accordance with single audit requirements contained in section 215.97, Florida Statutes, and the Federal Single Audit

Act, and shall allow for monitoring in accordance with Attachment A and the provisions of OMB Circular A-133.

(b) During the course of any state fiscal year, a Coalition may be subject to review by any of the following: a Coalition's external auditor, the State Auditor General, state or federal inspectors general, United States Department of Health and Human Services, the Agency, and others as designated by state or federal agencies.

(c) Questioned costs may be exposed by any of these reviews. The Coalition shall have an opportunity to substantiate and/or appeal the decision of a finding of a questioned cost. Any unresolved questioned costs may become disallowed costs. In accordance with section 17.04, Florida Statutes, and OMB Circular A-133, Coalitions are required to repay disallowed costs of federal and state programs. Disallowed costs may not be paid with federal grant, state grant, or matching funds.

(d) The Coalition agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal against the state government or any of its agencies are not reimbursable costs. However, reasonable legal expenses and related costs required in the administration of Early Learning programs are allowable in accordance with applicable OMB circulars and within the Coalition's administrative expenditure limitations for SR and VPK programs.

#### **(10) BUDGET**

The Coalition shall prepare a separate budget for each grant awarded by the Agreement and submit the separate budgets on the Budget Allocations by Other Cost Accumulators (OCA) form. The Budget Allocations by OCA form is an addendum to OEL File 240.01, Cash Management Procedures, and may be obtained at the website <http://www.floridajobs.org>. The Coalition shall submit its prepared budgets to the Agency prior to, or with its first invoice for payment each fiscal year. The budget shall be followed by the Coalition in the delivery of the Coalition's Early Learning programs. A multi-county Coalition shall submit a Budget Allocations by OCA form representing the budget allocations for each county served by the Coalition including a cumulative budget at the Coalition level. On an as needed basis, the Coalition shall submit to the Agency budget realignments using the Budget Allocations by OCA form. If a budget amendment affects the Coalition Plan, a Plan amendment must also be approved by the Agency before the Coalition implements the amendment.

#### **(11) DATA AND REPORTING SYSTEMS AND INFORMATION SYSTEMS SECURITY**

Pursuant to section 411.01(5)(c)1.e., Florida Statutes, the Coalition shall use the most current release of the Agency's Single Statewide Information System and fully implement any system changes within sixty (60) days of the release of any system changes, unless the Agency specifies a shorter time period, including a single point of entry and unified waiting list, to record, maintain, and report on Early Learning programs and services. The Coalition shall:

(a) On a monthly basis, ensure that all legally operating early learning and school-age child care providers in the Coalition's service area are included in the Agency's Single Statewide Information System. Legally operating providers include, but are not limited to, all licensed and license exempt centers; faith based providers; licensed, registered, and large family child care homes; school-age care providers; SR providers; VPK providers; Head Start providers; Early Head Start providers; nanny/au-pair agencies; and summer camp providers. Coalition CCR&R staff shall enter all data required by the Agency to generate child care referrals and shall record requests for other information and resources into the Agency's Single Statewide Information System.

(b) Ensure that Coalition financial records for child care provider payments are reconciled in the Single Statewide Information System on a monthly basis; and the Coalition shall ensure that reconciliations are no more than sixty (60) days in arrears from the close of the monthly reporting period.

(c) Comply with all Agency standard codes and definitions for all Early Learning programs contained in the most current version of the Agency's Standard Codes documents.

(d) Comply with the Agency's Records Confidentiality Policy Number 1.02, and any future changes that may occur.

(e) Comply with data correction requests or data cleansing activities as communicated by the Agency.

(f) Comply with any data analysis, definition, and standardization activities required by the Agency.

(g) Ensure that the Agency has permanent access to any server used by the Coalition to host the Single Statewide Information System locally. In order to meet data reporting requirements and to ensure the Agency has access to information maintained on Coalition servers, the Coalition shall:

1. Communicate any changes made to the Coalition's software or hardware which may adversely affect the Agency's ability to access information. Examples of changes which may adversely affect the Agency's ability to access information include, but are not limited to, changing the Internet Protocol (IP) address, changing the password, and configuring a firewall on the network. Any change shall be communicated in writing not less than 72 hours prior to the implementation of the change to both the Agency's Single Statewide Information System design and maintenance contractor and the OEL IT Single Statewide Information System Contract Manager.

2. Ensure appropriate Coalition and contractor staff participation in Single Statewide Information System conference calls. If a Coalition representative is unable to participate in Single Statewide Information System conference calls, the Coalition must ensure that minutes from the conference call are reviewed by a Coalition representative.

3. Communicate any problems that arise during the use of the Single Statewide Information System, including enhancement requests, to the Agency's Single Statewide Information System design and maintenance contractor in accordance with procedures established by the Agency's Single Statewide Information System design and maintenance contractor.

4. Check the Unified Wait List (UWL) application at least monthly for outstanding applications for VPK and SR programs. All applications submitted to the coalition for VPK and SR programs must be processed.

5. Verify the eligibility of all children listed on the UWL at least once every 6 months.

6. Maintain the accuracy of the Coalition's contact information, and CCR&R contact information on the Coalition's page on the Single Point of Entry (SPE) website by updating this information as necessary.

7. Designate at least one staff person at the Coalition or contractor site as a UWL system administrator. The OEL UWL system administrator will assign a username and password to the Coalition's UWL system administrator. The Coalition shall ensure that user accounts are managed at the local level, each person who requires a user account is assigned a unique username and password, and user accounts are not shared among staff members. The Coalition shall ensure that UWL user accounts are held only by current staff members and that the accounts of former staff members are inactivated.

8. Comply with the Computer-Related Crimes Act, chapter 815, Florida Statutes, and shall demonstrate due diligence in safeguarding the Coalition's information resources by establishing policies and procedures for information systems security that contain criteria and standards in accordance with the Agency's Policy 5.02, Information Systems Security Program.

9. Develop and implement specific protocols reflecting, at a minimum, the following paragraphs of the Agency's Policy 5.02: 4. Security Training and Awareness; 12. Identification and Authentication; 16. Personnel Security; 22. Mobile Computing; 25. Remote Access; 30. Database Security; 31. Media Management; and 32. Password Management. The Coalition shall develop and implement protocol 11. Access Control, with the exception of the data security agreement as provided. The Coalition shall complete and maintain at the Coalition, the Agency's Office of Early Learning Data Security Agreement form available at: <http://www.floridajobs.org>.

10. Complete the Agency's Office of Early Learning Data Security Agreement form for each employee who has access to the Coalition's data systems and maintain a copy of the completed form. The Coalition shall complete the forms within seven (7) days of the first day an employee has access to the Coalition's data systems.

11. Participate in routine Single Statewide Information System data security reviews conducted by the Agency to ensure the Coalition's compliance with the Agency's Policy 5.02.

12. May participate in information security related training offered by the Agency to satisfy the requirements of the Agency's Policy 5.02, section 4. Security Training and Awareness.

13. Shall ensure that all confidential information is protected and shall use a secure method for the electronic transmission for all sensitive or confidential information. Any information security related breaches shall be reported in accordance with section 817.5681, Florida Statutes.

## **(12) FISCAL AND ADMINISTRATIVE CONTROL**

(a) The Coalition shall neither assign nor subcontract direct fiscal or administrative control or responsibility for the Agreement to another party. At no time shall control over administrative functions be assigned by the Coalition to any individual or organization other than the Coalition. The Coalition is solely responsible for maintaining all fiscal records and must retain direct management, direct access to, and complete control over all fiscal and administrative functions and records.

(b) General accounting and human resource functions may be performed by means of a vendor contract; however, such contract must specify that all records and documents shall remain immediately accessible to the Coalition.

(c) In the course of maintaining fiscal and administrative control, the Coalition must notify the Agency within forty-eight (48) hours of the initiation of formal consideration by the coalition of

altering a contract for services, terminating a contract for services, or directly offering early learning services previously offered on behalf of the Coalition by another entity. The Coalition must also notify the Agency within forty-eight (48) hours if the Coalition's board approves any motion to alter a contract for services, terminate a contract for services, or directly offer services previously offered on behalf of the Coalition by another entity. A contract for services is defined as a contract for system support services or direct enhancement services as described in section 411.01(5)(d)4., Florida Statutes. Upon notification of the Coalition board's approval, the Coalition shall submit a Coalition Plan amendment to the Agency for review a minimum of sixty (60) days prior to the service transition. The Coalition Plan amendment must outline the transition for services so that the Agency is able to review the Coalition's Plan and may change the status of relevant portions of the Plan from "approved" to "approved with conditions" under section 411.01(5)(d)2., Florida Statutes, while the Coalition executes its board approved changes.

d) In emergency situations where the Coalition is unable to meet the notice requirements of subparagraph c) of this section, the Coalition shall notify the Agency of any action altering a contract for services, terminating a contract for services, or requiring the Coalition to directly offer services previously offered on behalf of the Coalition by another entity. For purposes of this section, "emergency situations" are those in which the Coalition would be authorized to engage in emergency procurement under section 287.057, Florida Statutes.

### **(13) RETURN OF FUNDS**

(a) Upon the Agency's final determination of overpayments or disallowed costs under federal or state law, regulation or rule, the Coalition shall return to the Agency any overpayments or disallowed costs within forty (40) calendar days of issuance of written notice by the Agency or other timeframes in accordance with OEL File 240.01. Should repayment not be made in a timely manner, the Agency shall be entitled to charge a lawful rate of interest on the outstanding balance.

(b) In the event the Coalition overpays a subrecipient or vendor or the subrecipient or vendor incurs a disallowed cost and the Coalition is unable to recover the overpayment or the disallowed cost, the subrecipient or vendor account becomes delinquent. After exercising due diligence, the Coalition may request, in accordance with OEL File 240.03, that the Agency report a delinquent account to the Department of Financial Services. The Coalition shall execute and deliver to the Agency all documents necessary to report a delinquent account and secure repayment in accordance with the provisions of OEL File 240.03. A Coalition requesting that the Agency report a delinquent account to the Department of Financial Services shall make the request to the Agency within 30 days from a determination that it is unable to recover the delinquent account.

### **(14) INDEMNIFICATION**

The Coalition shall be liable for and indemnify, defend, and hold the Agency and all of its officers, directors, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, that arise from any act, action, neglect, or omission by the Coalition, its agents, subcontractors, or employees during the performance or operation of the Early Learning programs under the Agreement from any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

### **(15) INDEPENDENT COALITION STATUS**

In the Coalition's performance of its duties and responsibilities under the Agreement, it is mutually understood and agreed that the Coalition is at all times acting and performing as an independent contractor and not as a division or subpart of the Agency. The Agency shall neither have nor exercise any control or direction over the methods by which the Coalition shall perform its work and functions other than as provided herein and in law. Nothing in the Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the parties.

### **(16) INSURANCE AND RISK MITIGATION**

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

(b) The Coalition shall maintain errors and omissions insurance on its board members.

(c) The Coalition shall maintain fidelity bonding of its fiscal personnel.

(d) The Coalition shall maintain a disaster recovery plan within its continuity of operations plan (COOP) for unforeseen circumstances whether they are natural or man-made disasters. A COOP update must be submitted to the Agency no later than October 1 of each grant period.

### **(17) LOBBYING**

Funds awarded under the Agreement may not be used for lobbying purposes pursuant to state and federal Law, including but not limited to, section 216.347, Florida Statutes, and 45 CFR 93.100.

### **(18) METHOD OF PAYMENT**

(a) The Coalition shall submit monthly invoices for Early Learning program expenditures based on actual allowable expenditures as soon as possible following the close of the invoice month, but no later than twenty-five (25) calendar days following the close of the invoice month. Reimbursement Request Invoices shall be submitted for approval in accordance with the format prescribed by the most recent version of the *Agency for Workforce Innovation, Office of Early Learning Coalition Invoicing Requirements for School Readiness Services* and *The Agency for Workforce Innovation, Office of Early Learning Coalition Invoicing Requirements for VPK Services*, available at <http://www.floridajobs.org>. The Coalition shall provide sufficient detail to allow the Agency to comply with federal and state reporting requirements and pre and post audit requirements. Local Coalition cash management procedures, including the invoice format and submission requirements, shall be instituted in accordance with the cash management procedures and other instructions established by the Agency. Failure to use such form, to provide sufficient detail, or to submit data in compliance with the standards established by the Agency, may result in a non-payment of the invoice. Invoices shall be processed by the Agency pursuant to section 215.422, Florida Statutes. The final invoices for Early Learning programs are due no later than seventy (70) calendar days following the end of the current fiscal year.

(b) In accordance with section 216.301, Florida Statutes, on June 30<sup>th</sup> of each year, the Agency certifies outstanding obligations in the form of certified forward budget. The certified forward

budget reverts on September 30<sup>th</sup> each year, and is no longer available for payment of invoices. Invoices submitted after June 30<sup>th</sup> for the prior fiscal year, for which no certified forward budget remains, shall be paid from the current fiscal year funding allocation. Refunds submitted after June 30<sup>th</sup> for the prior fiscal year will not restore or create certified forward budget.

(c) All expenditures submitted for reimbursement shall be reconciled to the Coalition's accounting system and the Coalition shall maintain supportive detail for all expenditures. Supportive detail shall include an audit trail linking all reimbursement transactions to the Coalition's general ledger and shall be identified by the appropriate program and OCA. The Agency may monitor the Agreement by validating invoices in relationship to services provided and reviewing the records and contracts related to those invoices.

(d) The Coalition agrees that reimbursement request invoices shall be submitted in accordance with the requirements of section 215.422, Florida Statutes, and the requirements of Florida Administrative Code rule 69I-40.002 (1).

(e) In order for the Agency to meet federal reporting requirements for funds awarded under the American Recovery and Reinvestment Act of 2009 (ARRA), the Coalition shall submit a separate invoice reflecting expenditure of ARRA funds in accordance with specific ARRA invoicing instructions provided by the Agency. The Coalition shall complete a quarterly close-out of the ARRA billing groups within eight (8) days following the end of each quarter on September 30, 2009, December 31, 2009, March 31, 2010 and June 30, 2010 in accordance with ARRA close-out instructions provided by the Agency. In the event that ARRA fund balances remain at the Coalition following the close of FY 2009-2010, the Coalition shall comply with Agency instructions regarding management of ARRA fund balances.

(f) Restriction of Expenditures

1. In accordance with the requirements of Florida Administrative Code rule 69I-40.103, expenditures from program funds for items listed below are prohibited, unless expressly provided by law:

- a. Congratulatory telegrams;
- b. Flowers and/or telegraphic condolences;
- c. Presentment of plaques for outstanding service;
- d. Entertainment for visiting dignitaries;
- e. Refreshments such as coffee and doughnuts; and
- f. Decorative items (globes, statues, potted plants, picture frames, etc.).

2. Awards and Volunteer Recognition

a. The Coalition shall comply with the terms of section 110.1245, Florida Statutes, when incurring costs related to the purchase of awards.

b. The Coalition shall comply with the terms of section 110.503(5), Florida Statutes, when incurring costs related to the purchase of plaques or other tokens of recognition to honor volunteers.

3. Membership Dues and Licensing fees

The Coalition shall comply with the terms of section 216.345, Florida Statutes, when incurring costs related to the payment of membership dues and licensing fees.

### **(19) NON-EXPENDABLE PROPERTY**

The term “nonexpendable property” shall include all property which meets the definition set forth in rule 69I-72.002, Florida Administrative Code. In accordance with OEL File 240.02, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the Early Learning programs shall be listed on the property records of the Coalition. The Coalition shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL File 240.02, relevant Florida Statutes and administrative rules.

### **(20) PATENTS, COPYRIGHTS, AND ROYALTIES**

If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from the Agreement, or in any way connected with Early Learning programs, the Coalition shall refer the discovery or invention to the Agency.

(a) Pursuant to section 286.021, Florida Statutes, if the discovery or invention arises or is developed in connection with the use of state funds, the Agency will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida.

(b) Pursuant to section 286.021, Florida Statutes, and subject to claims of the United States Department of Health and Human Services, any and all copyrights accruing under or in connection with the Coalition’s execution of its duties under the Agreement, funded by Early Learning Program funds, are hereby reserved to the State of Florida.

(c) Pursuant to 45 CFR 92.34, the United States Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through the Agreement and any rights of copyright which the Coalition or its subgrantees or contractors purchase with such federal funds.

### **(21) PRIOR APPROVAL**

The Coalition shall obtain prior written approval from the Agency before purchasing selected items of cost in accordance with OMB Circular-A122, *Cost Principles for Non-Profit Organizations* and Agency Guidance, AWI FG 05-046, *Final Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements*.

### **(22) PROCUREMENT**

The Coalition agrees that it will procure commodities and services for Early Learning programs in accordance with the provisions of section 287.057, Florida Statutes, and applicable OMB Circulars, such as A-87, A-110 or A-122. This provision does not require the Coalition to competitively procure SR and VPK direct services providers.

### **(23) PUBLIC ENTITY CRIMES**

Pursuant to section 287.133(3)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real

property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of the Agreement, the Coalition acknowledges that it and any subcontractor(s) or subrecipients of the Coalition are operating in compliance with this section.

#### **(24) RECORDS**

(a) The Coalition must comply with the confidentiality provisions and the record retention requirements of sections 119.021, 411.011, 456.057, and 1002.72, Florida Statutes, where applicable.

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

1. In accordance with section 411.011, Florida Statutes, the individual records of children enrolled in SR programs provided under section 411.01, Florida Statutes, when held in the possession of the Coalition or the Agency, are confidential and exempt from the provisions of section 119.07, Florida Statutes, and section 24(a), Article I of the State Constitution.

2. In accordance with section 1002.72, Florida Statutes, the personally identifiable records of children enrolled in the VPK program provided under section 1002.53, Florida Statutes, and any personal information contained in those records, are confidential and exempt from section 119.07, Florida Statutes, and section 24(a), Article I of the State Constitution.

(c) The Coalition shall establish and maintain books, records, and documents, including electronic storage media and electronic records, in accordance with generally accepted accounting procedures and practices. Said procedures and practices shall be in a manner that sufficiently and properly reflects all revenues and expenditures of funds provided by the Agency under the Agreement. Documentation of expenditures incurred under the Agreement shall be maintained by the Coalition and any subcontractor for a period of five (5) years from the date of submission of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the Agreement, whichever occurs last. Expenditures from SR and VPK funding must be accounted for separately. The Coalition must ensure that accounting records reflect the separation of all programs/activities they administer, or for which they receive funding. Records shall adequately identify the source and application of funds for each program/activity. The Coalition shall ensure that a clear audit trail exists showing the benefit received from each expenditure as it relates to the applicable program/activity.

(d) The Coalition also acknowledges that each agency, organization, or individual receiving confidential and exempt records in order to carry out official functions must protect the data in a manner that does not permit the personal identification of children or their parents/guardians by persons other than those authorized to receive the records. It is the Coalition's responsibility to ensure its subrecipients and subcontractors observe the same terms and conditions as contained in the Agreement and use appropriate non-disclosure agreements as necessary to ensure confidentiality and security of the data. Coalitions shall set forth processes and procedures to secure the confidential data and require individuals who have access to such data to execute an individual non-disclosure form and maintain these forms on file at the Coalition or the contractor's location.

## **(25) REPORTS**

(a) School Readiness Annual Report: The annual report shall be submitted in accordance with OEL File 202.80 by October 1 of each grant award period as required by section 411.01(5)(g), Florida Statutes.

(b) School Readiness Local Match Report: The Coalition shall submit a county-level Local Match Report by the 20<sup>th</sup> day of the month following the last day of the previous month in accordance with reporting requirements as prescribed by the Agency. If the 20<sup>th</sup> day of the month falls on a weekend or holiday, the School Readiness Local Match Report shall be submitted by the previous workday.

(c) The Coalition shall supply all data or reports necessary to comply with the following Administration for Children and Families (ACF) reporting requirements for SR programs: ACF-800, ACF-801, ACF-696, ACF-400 and data requirements as defined by the Agency. The Coalition shall submit any data necessary for ad-hoc reports upon request of the Agency. All reports shall conform to the timeline, content, format, and standard codes specified by the Agency.

(d) The Coalition shall submit any data or reports necessary for the administration of the VPK program according to the requirements established by the Agency. These reports must be consistent with the requirements of Chapter 1002, Part V, Florida Statutes.

(e) The Coalition shall submit any data or reports necessary for the administration of the CCR&R program according to the requirements established by the Agency. The Coalition shall submit any data or reports necessary for ad-hoc reports upon request of the Agency. All reports shall conform to the timeline, content, format, and standard codes specified by the Agency.

(f) The Coalition shall submit any data or reports necessary for the administration of the Inclusion/Warm-Line program according to the requirements established by the Agency. The Coalition shall submit data necessary for ad-hoc reports upon request of the Agency. All reports shall conform to the timeline, content, format, and standard codes specified by the Agency.

## **(26) CHILD CARE RESOURCE AND REFERRAL**

In order to protect the confidentiality rights of parents and to guarantee high quality child care resource and referral services in accordance with section 411.0101, Florida Statutes, the Coalition shall ensure that all CCR&R staff complete a CCR&R Specialist Level 1 Evaluation within the first four months of employment as a CCR&R specialist. The Coalition shall also ensure that CCR&R Coordinators and designated trainers achieve Coordinator Certification by completing the CCR&R Coordinator Evaluation within four months of employment as a Coordinator or designated trainer. CCR&R staff designated by the coalition shall participate in conference calls, webinar training, regional training, and conferences, as Coalition funds permit.

## **(27) INCLUSION/WARM-LINE**

The Coalition shall designate an Inclusion/Warm-Line staff person responsible for completing Inclusion/Warm-Line activities and reporting requirements. Inclusion/Warm-Line staff shall participate in conference calls, webinar and regional training, and conferences, as Coalition funds permit. The Coalition shall maintain a warm-line and inform Early Learning programs of the availability of training and technical assistance with regard to the inclusion of children with disability and special health care needs.

## **(28) SPONSORSHIP/PUBLIC ANNOUNCEMENTS**

(a) The Coalition agrees that in accordance with section 286.25, Florida Statutes, any organization or entity, whether public or private, which sponsors a program financed partially by state funds or funds obtained from a state agency shall use the following statement in publicizing, advertising, or describing the sponsorship of this project: "Sponsorship by (name of organization), and the State of Florida, Agency for Workforce Innovation."

(b) Use of the Florida Partnership for School Readiness and Office of Early Learning logos have been discontinued. Use of Agency logos shall be limited to those logos approved by the Agency for Workforce Innovation. This section does not apply to use of coalition logos.

(c) If the sponsorship referenced is in written material, the words "State of Florida, Agency for Workforce Innovation" shall appear in the same size letters or type as the name of the coalition. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with state or federal funds, all awardees receiving state or federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

(d) The Coalition agrees that, in accordance with Public Law 103-333, section 508, that, when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing a project or programs funded in whole or in part with Federal money, the Coalition and its subrecipients shall clearly state the percentage of the total cost of the program or project which will be financed with Federal money and the dollar amount of Federal funds used for the project or program.

## **(29) TITLE TO PROPERTY**

(a) The coalition shall comply with the provisions of 45 CFR 92.31, for real property, 45 CFR 92.32 for equipment, and 45 CFR 92.33 for supplies.

(b) Title to all property acquired with funds provided to the Coalition under this Agreement shall be vested in the Coalition; however, title and ownership shall be transferred to the Agency upon termination of the Coalition's participation in Early Learning programs, unless otherwise authorized in writing by the Agency. All Coalition subrecipient contracts shall contain language that requires property purchased by a subrecipient with funds provided under the Agreement to revert to the Coalition upon termination of the contract.

## **(30) TRAVEL AND PER DIEM**

All travel related costs incurred by Coalition members, employees, agents, or subcontractors will be reimbursed in accordance with section 112.061, Florida Statutes.

## **(31) WITHHOLDING OF FUNDS**

The Agency reserves the right, upon written notice, to withhold funds, in whole or in part, for non-performance under the approved plan or non-compliance with the terms and conditions of the Agreement until such time as the Agency determines that the Coalition has corrected its performance and is in full compliance with the Agreement. Written notice shall be delivered by mail with proof of delivery or in person with proof of delivery.

The Agency's written notice will detail the Agency's findings of non-performance or non-compliance and timelines for submitting a corrective action plan and correcting all noted

deficiencies. In order to ensure funds are not withheld, the Coalition shall respond to the notice within thirty (30) days or the timeline specified and provide a corrective action plan that addresses all noted deficiencies. If the corrective action plan is approved by the Agency, the Coalition shall implement the corrective action within the timeframe prescribed by the Agency. Failure to respond in writing and submit a subsequent corrective action plan within thirty (30) days, or other timeline specified by the Agency, may lead to funds being withheld from the Coalition. Once the Agency determines that the corrective action has been successfully implemented and that the Coalition is in compliance with the Agreement, the Agency will re-instate the funds previously withheld.

### **(32) CONSTRUCTION/PURCHASE OF BUSES**

No funds shall be expended for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. However, certain federal funds may be expended for minor remodeling and for upgrading child care facilities to assure that providers meet state and local childcare standards, including applicable health and safety requirements, after receipt of any required prior approval from the Agency. Funds may not be used for the purchase of buses or to pay for transportation costs, other than transportation costs designated by specified OCAs in the Agency's OCA Working Definitions document.

### **(33) SCHOOL READINESS DIRECT SERVICES EXPENDITURES**

The Coalition shall ensure that not less than 70% of the Coalition's total expenditures, including working poor match, of SR funds awarded under this Agreement meet the child care needs of specified families in accordance with 45 CFR 98.50(e). The 70% calculation includes the direct services OCA expenditures as defined in the most recent version of the Agency's Office of Early Learning Standard Codes document, excluding Child Care Executive Partnership (CCEP). CCEP is subject to a minimum expenditure of 81% on direct services.

In accordance with the State Child Care and Development Fund Plan, as submitted to the United States Department of Health and Human Services, the Coalition shall ensure that 100% of payments for services are made to eligible providers through a certificate of authorization/approved child care application. If a parent chooses a provider which the Coalition has not determined to be eligible to provide early learning services, the coalition shall request the provider to complete a provider agreement to provide early learning services in accordance with the School Readiness Act, section 411.01, Florida Statutes, and the Coalition's requirements.

### **(34) LOCAL MATCH**

(a) The Coalition agrees to provide the local match as required by legislative proviso language, state or federal law, and the Notice of Award. The Coalition shall be responsible for securing and documenting the necessary match as stated on the notice of award and as documented by the monthly Local Match Reporting Form submitted to the Agency by the Coalition. Match requirements may not be obtained from parents or guardians of SR services recipients, nor may the match requirement be passed on to School Readiness providers.

(b) Child Care Executive Partnership (CCEP). The Coalition, if applicable, shall be responsible for securing and documenting the necessary dollar-for-dollar match amount as stated on the notice of award for the CCEP Allocation. Documentation of the receipt of the matching funds shall be included in the monthly Local Match Reporting Form, submitted to the Agency by the Coalition. The Coalition shall calculate and report local match and CCEP match requirements within the approved School Readiness data system.

(c) The required Local Match Reporting Form for local match and CCEP match is available at <http://www.floridajobs.org>.

### **(35) FLORIDA CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION REPORTS**

The Coalition shall submit to the Agency on a quarterly basis a report listing all expenditures with Florida Certified Minority Business Enterprises as certified under section 287.0943, Florida Statutes. The Coalition shall submit the quarterly minority expenditures listing to:

Agency for Workforce Innovation  
Purchasing Office, CMBE Liaison  
107 East Madison St., B047  
Tallahassee, FL 32399

### **(36) SERVICE PRIORITY**

(a) In accordance with section 411.01(11), Florida Statutes, all eligible children in families receiving temporary cash assistance and subject to federal work participation requirements shall receive services before services are provided to other children under section 411.01(6), Florida Statutes. As defined by 45 CFR 98.20, eligible children in families receiving temporary cash assistance include all children up to the age of thirteen (13) and children up to the age of nineteen (19) who are physically or mentally incapable of caring for themselves. Such children must be offered services within ten (10) calendar days from receipt of the referral. If services cannot be provided within ten (10) calendar days, written notification shall be submitted to the Agency no later than close of business ten (10) calendar days from the receipt of referral.

(b) In accordance with sections 39.604 and 411.01(6), Florida Statutes, children from age three (3) years to school entry who are at risk of abuse, neglect, or exploitation and who are served by the Department of Children and Family Services or a community-based lead agency shall receive services before services are provided to children eligible under subparagraphs 411.01(6)(a) through (6)(d), Florida Statutes. If services cannot be provided within ten (10) calendar days, from receipt of a referral, written notification shall be submitted to the Agency no later than close of business ten (10) calendar days from the receipt of referral.

(c) The Coalition shall provide services to all other priority groups in accordance with the Coalition's approved plan.

### **(37) AUDIT REQUIREMENTS, ASSURANCES AND CERTIFICATIONS**

The Coalition shall execute and submit the following required certifications and assurances which are incorporated and made a part of the Agreement as Attachment A.

- Audit Requirements
- Assurances – Non-Construction Programs
- Debarment and Suspension Certification
- Certification Regarding Lobbying
- Drug Free Workplace Certification
- Certification Regarding Public Entity Crimes
- Certification Regarding Separation of VPK and SR Program Funds
- United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995
- Trafficking Victims Protection Act of 2000
- Pro-Children Act of 1994
- Certification Regarding Subrecipient Monitoring
- Certification Regarding Immigration Status

- Certification Regarding Standards of Conduct
- Annual Internal Control Certification Form

### **(38) NOTICES**

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provision of this paragraph.

To the Coalition:

To the Agency: Agency for Workforce Innovation, 107 East Madison St., MSC 140,  
Tallahassee, FL 32399

In the event that different representatives are designated by any party after the execution of the Agreement, notice of the name, address, zip code, and telephone number of the newest representative will be rendered in writing to all of the parties and said notification attached to copies of the Agreement.

### **(39) WARRANT OF ABILITY TO PERFORM**

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

### **(40) FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE**

Neither party shall be liable to the other for any delay or failure to perform under the Agreement if such delay or failure is neither the fault nor the negligence of the party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under the Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either party. In the case of any delay the Coalition believes is excusable under this paragraph, the Coalition shall notify the Agency in writing of the delay or potential delay and describe the cause of the delay within ten (10) calendar days after the cause that creates or will create the delay.

The foregoing shall constitute the Coalition's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Agency, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Coalition of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Agency. The Contractor shall not be entitled to an increase in the Agreement price or payment of any kind from the Agency for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Coalition shall perform at no increased cost, unless the Agency determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Agency or the State, in which case, the Agency may do any or all of the following: (1) accept allocated performance or deliveries from the Coalition, provided that the Coalition grants preferential treatment to the Agency with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Coalition for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

#### **(41) AGREEMENT TERMS**

(a) Applicable portions of state and federal law, include but are not limited to:

- Section 411.01, Florida Statutes, School Readiness Act
- Section 411.0101, Florida Statutes, Child Care and Early Childhood Resource and Referral
- Section 411.0102, Florida Statutes, Child Care Executive Partnership Act
- Section 411.011, Florida Statutes, Records of Children in School Readiness Programs
- Chapter 1002, Florida Statutes, VPK Act
- Section 215.97 Florida Statutes, State Single Audit Act
- OMB Circulars A-87, A-110, A-122 and A-133, as applicable
- Child Care Development Fund (CCDF) Block Grant, 42 USC § 9858 et seq. and section 418 of the Social Security Act, as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act, 42 USC § 618
- Provisions of the current approved CCDF State Plan
- 45 CFR parts 74, 92, 98 and 99
- Temporary Assistance for Needy Families, 42 USC § 601 et seq.
- American Recovery and Reinvestment Act of 2009

(b) Order of Precedence. If there is any conflict between the provisions set forth in the Agreement (as such may be modified from time to time by the Agency and the other standards set forth in the Plan and federal and state law), it will be resolved in the following order of priority: (i) federal law, (ii) state law; (iii) the Agreement, (iv) the Plan.

(c) Renegotiation or Modification. Modifications of provisions of the Agreement shall only be valid when they have been reduced to writing and duly signed and dated by all parties.

(d) Contingency Statement. The State of Florida's performance and obligation to pay to the extent a payment obligation can be gleaned from the terms set forth herein, under the Agreement is contingent upon an annual appropriation by the Legislature.

(e) Termination Due to Lack of Funds. In the event funds to finance the Agreement become unavailable or if federal and state funds upon which the Agreement is dependent are withdrawn or redirected, the Agency may terminate the Agreement upon no less than twenty-four (24) hours notice in writing to the Coalition. Notice shall be delivered by certified mail with proof of delivery or in person with proof of delivery. The Agency shall be the final authority as to the availability of funds and will not reallocate funds earmarked for the Agreement to another program thus causing "lack of funds."

(f) Governing Law. The Agreement shall be construed in accordance with and governed for all purposes by the law of the State of Florida applicable to agreements and contracts executed and to be wholly performed within such state.

(g) Severability. If any term or provision of the Agreement is determined by a court of competent jurisdiction to be unenforceable, the term or provision will be stricken, and the remainder of the Agreement will remain in full force and effect.

(h) The following OEL policy file numbers are incorporated by reference:

202.80

240.01

240.02

240.03

240.04

IN WITNESS THEREOF, the parties hereto have caused this Grant Agreement to be executed by their undersigned officials as duly authorized.

Early Learning Coalition

Agency for Workforce Innovation

By: \_\_\_\_\_  
Authorized Coalition Representative

By: \_\_\_\_\_  
Barbara K. Griffin, Deputy Director

By Electronic Signature

\_\_\_\_\_  
Print Name/Title

Approved As to Form and Legal  
Sufficiency, Subject Only To Full and  
Proper Execution by the Parties

OFFICE OF GENERAL COUNSEL  
AGENCY FOR WORKFORCE  
INNOVATION

By \_\_\_\_\_  
Rosa N. McNaughton, General Counsel

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

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## **AUDIT REQUIREMENTS**

The administration of resources awarded by the Agency to the Grantee may be subject to audits and/or monitoring by the Agency as described in this attachment.

### **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and section 215.97, Florida Statutes, as revised (see "AUDITS" below), the Agency may conduct or arrange for monitoring of activities of the Grantee. Such monitoring activities may include on-site visits by Agency staff or contracted consultants. By entering into the agreement, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

### **AUDITOR WORKPAPERS ON INTERNAL CONTROLS**

The Grantee will obtain the internal control workpapers from the auditor(s) performing their annual independent financial statement audit. The Grantee will keep these workpapers onsite as part of their financial records and will make these records available for review by the Agency upon request. The Grantee further agrees that, upon request, the Agency will be provided a copy of such audit workpapers as needed.

### **COMPLIANCE AND REPORTING ON INTERNAL CONTROLS**

The Grantee is required to perform a self-assessment of internal controls by completing the annual Internal Control Survey Form. The Grantee shall provide a copy of the completed annual Internal Control Survey Form to the Agency, through the email address [FMSAS-OEL@flaawi.com](mailto:FMSAS-OEL@flaawi.com), by September 30 of each grant award period.

The Agency will provide the annual Internal Control Survey Form to the Grantee by July 1 of each award period in an electronic format. The annual Internal Control Survey Form will help the Grantee document that the primary objectives of internal controls pertaining to compliance requirements for Federal Programs, including the following, are met, in accordance with OMB Circular A-133 section \_\_.105:

1. Transactions are properly recorded and accounted for;
2. Transactions are executed in compliance with laws, regulations and contract provisions; and
3. Funds, property and other assets are safeguarded against loss from unauthorized use or disposition.

In addition, the Grantee shall submit an annual Internal Control Certification Form found in Attachment B attesting that it will complete the annual Internal Control Survey Form and that it is in compliance with the requirements of OMB Circular A-133 section \_\_.105.

### **AUDITS**

#### **PART I: FEDERALLY FUNDED**

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

1. In the event that the Grantee expends \$500,000 or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
3. Such audits shall cover the entire Grantee organization for the organization's fiscal year. Compliance findings related to contracts with the Agency shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Agency contract involved. Additionally, the results from the Agency's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.
4. If not otherwise disclosed as required by section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Agency in effect during the audit period.
5. If the Grantee expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Grantee expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).
6. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub Grantees, in the case of Federal funding provided by the United States Department of Health and Human Services, OMB Circular A-133 does apply. See 45 CFR, Part 74.26 for further details.
7. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

## **PART II: STATE FUNDED**

The provisions of this part are applicable if the Grantee is a non-state entity as defined by section 215.97, Florida Statutes (the Florida Single Audit Act).

1. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and chapter 10.550 (local

governmental entities) or chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Grantee expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).
4. Additional information regarding the Florida Single Audit Act can be found at: <https://apps.fldfs.com/fsaa/>

### **PART III: REPORT SUBMISSION**

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of the agreement shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:
  - A. The Florida Agency for Workforce Innovation:  
Inspector General  
Agency for Workforce Innovation  
MSC #130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126  
  
Financial Management Systems Assurance Section (FMSAS)  
Electronic submission to: to FMSAS-OEL@flaawi.com
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse). Single Audit reporting package for fiscal periods ending on or after January 1, 2008 must be submitted using the Federal Audit Clearinghouse's Internet Data Entry System at:  
  
<http://harvester.census.gov/fac/collect/ddeindex.html>
  - C. Other Federal agencies and pass-through entities in accordance with sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of financial reporting packages required by PART II of the agreement, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

- A. The Florida Agency for Workforce Innovation at each of the following addresses:

Inspector General  
Agency for Workforce Innovation  
MSC #130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

Financial Management Systems Assurance Section (FMSAS)  
Electronic submission to: to FMSAS-OEL@flaawi.com

- B. One paper copy and one electronic copy to the Auditor General's Office at the following addresses:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Email Address: flaudgen\_localgovt@aud.state.fl.us

3. Any report, management letter, or other information required to be submitted to the Agency pursuant to the Agreement shall be submitted in a timely fashion in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

The Grantees and subrecipients, when submitting financial reporting packages to the Agency for audits performed in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/subrecipient in correspondence accompanying the reporting package.

## **ASSURANCES AND CERTIFICATIONS**

The Grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under the Agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)**
- B. Debarment and Suspension Certification (29 CFR Part 98 and 45 CFR Part 74)**
- C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- D. Drug-free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)**
- E. Certification Regarding Public Entity Crimes (section 287.133 Florida Statutes)**
- F. Certification Regarding Separation of Voluntary Prekindergarten Education Program and School Readiness Program Funds (section 411.01(9)(d) Florida Statutes, section 1002.71(1) and (7) Florida Statutes and 45 CFR Part 98.54)**
- G. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 (section 507, P.L. 103-333)**
- H. Trafficking Victims Protection Act of 2000, as amended (section 106 (g) and (22 U.S.C. 7104)**
- I. Pro-Children Act of 1994 (part C, P.L. 103-227)**
- J. Certification Regarding Subrecipient Monitoring**
- K. Certification Regarding Immigration Status**
- L. Certification Regarding Standards of Conduct**

By signing the Agreement, the Grantee 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 Grantee's project or program. If you have questions, please contact the Agency.

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

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 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 awarding agency.
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 CFR 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 handicaps; (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 with the provisions of the Hatch Act (5 U.S.C. 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. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333) regarding labor standards for federally assisted construction subagreements.
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. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 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. 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. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 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. 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. 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 order, regulations and policies governing this program.

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

The prospective Grantee, 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 from covered transactions by any Federal department or agency;

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 of default.

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee 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 Grantee, 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 Grantee, to any person for influencing or attempting to influence 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 Grantee shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The Grantee 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.

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

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F., the Grantee, through the duly appointed undersigned representative, attests and certifies that the Grantee 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 Grantee'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 agency in writing 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 Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected 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.

The following are the sites for the performance of work done in connection with the specific Agreement including street address, city, county, state, and zip code:

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

Check ( ) if an additional page was required for the listing of the workplaces.

The Grantee will inform the Agency of any changes relevant to the provisions of this section.

**E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133 FLORIDA STATUTES**

The Grantee hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

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

**F. CERTIFICATION REGARDING SEPARATION OF VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM AND SCHOOL READINESS PROGRAM FUNDS, SECTION 411.01(9)(d) FLORIDA STATUTES, SECTION 1002.71(1) AND (7) FLORIDA STATUTES and 45 CFR Part 98.54**

The Voluntary Prekindergarten (VPK) Education Program and the School Readiness programs are independent programs, funded by separate state and federal sources. All expenditures made and fiscal records maintained by the Grantee shall reflect the separation of the expenditure of funds.

The Grantee hereby certifies that:

All School Readiness (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 School Readiness programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the Grantee. 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 Grantee.

**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 Grantee 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**

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 Grantee 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 subawards under the award.

**I. PRO-CHILDREN ACT OF 1994**

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 Grantee shall comply with P.L. 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through state or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

**J. SUBRECIPIENT MONITORING**

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

**K. CERTIFICATION REGARDING IMMIGRATION STATUS**

The Grantee 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 CCDF services receive them.

**L. CERTIFICATION REGARDING STANDARDS OF CONDUCT**

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

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

By: \_\_\_\_\_ 6/18/2009  
Authorized Coalition Representative

By Electronic Signature Date

\_\_\_\_\_  
Print Name/Title

### INTERNAL CONTROL CERTIFICATION FORM

The Coalition certifies and assures, by checking the items below, that as of July 1 of each grant award period it is in compliance with all elements of the annual Internal Control Certification described below. By completing the annual Internal Control Survey Form, the Coalition also certifies that by September 30 of each grant award period, it will perform a self assessment as provided electronically by the Agency by July 1 of each award period.

The completed annual Internal Control Survey Form shall be submitted by e-mail transmission to AWI staff at the following address: [FMSAS-OEL@flaawi.com](mailto:FMSAS-OEL@flaawi.com)

- |   |  |
|---|--|
| <input type="checkbox"/> Compliance and Reporting for Internal Controls | <input type="checkbox"/> Oversight and Monitoring Resolution Process |
| <input type="checkbox"/> Procurement                                    | <input type="checkbox"/> Prior Approval Procedures                   |
| <input type="checkbox"/> Cost Allocation                                | <input type="checkbox"/> Sarbanes Oxley Act (2002)                   |
| <input type="checkbox"/> Financial Management Systems                   | <input type="checkbox"/> Records Management                          |
| <input type="checkbox"/> Property Management                            | <input type="checkbox"/> Confidentiality of Data                     |
| <input type="checkbox"/> Equal Opportunity Procedures                   | <input type="checkbox"/> Electronic Submission of Confidential Data  |

By: \_\_\_\_\_  
Authorized Coalition Representative

\_\_\_\_\_  
Date

By Electronic Signature

\_\_\_\_\_  
Print Name/Title