

**AGREEMENT FOR
NON-PROFIT AGENCY SERVICES**

THIS AGREEMENT ("Agreement") is entered into by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Early Learning Coalition of Manatee County, Inc., a not for profit organization, existing under the laws of the State of Florida, hereinafter referred to as "Agency", as of October 1, 2019.

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at-risk residents of Manatee County, Florida, to promote the general health, safety, and welfare; and

WHEREAS, the Agency is a not for profit corporation organized under the laws of the State of Florida for the purpose of providing social support services to disadvantaged or at-risk residents of Manatee County, Florida; and

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Agency to provide funding for the "Program" of services, as further defined herein, to be provided by the Agency to residents of Manatee County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. The Agency covenants and represents to County that Agency shall provide a program of services as described in Attachment A, hereinafter referred to as the "Program."

ARTICLE 2: CONTRACT DOCUMENTS. The Agency shall comply with the following attachments which are attached and made a part of this Agreement:

**Attachment "A" - Program Description
Attachment "B" - Payments
Attachment "C" - Special Conditions
Attachment "D" - Insurance Certificate**

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment or exhibit hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Agency shall be paid by County an amount not to exceed \$2,510,143 in accordance with Attachment B for the provision of the Program. No agent or employee of the County may authorize an increase in the above amount. Any increase in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

ARTICLE 4: CONTRACT DURATION; SUBJECT TO BUDGET AND APPROPRIATION.

i. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on October 1, 2019 and ending on September 30, 2020. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Agency in accordance with all requirements and terms of this Agreement.

ii. This Agreement may be renewed by written amendment for one additional term of one (1) year, for a maximum total of two (2) years.

iii. This Agreement (including without limitation the obligation of the County to pay the amount set forth in Article 3) is subject to and contingent upon the County's Board of County Commissioners budgeting and appropriating sufficient legally available revenues for the 2019/2020 County fiscal year (and for the subsequent fiscal year, if this Agreement is renewed pursuant to Article 4.ii, above) to fund such payments. Accordingly, the Agency shall not commence the services to be provided hereunder unless and until the County provides Agency with written notice to commence services, which shall serve as confirmation that such funds have been budgeted and appropriated. Such written notice shall constitute a condition precedent to the effectiveness of this Agreement. In the event that the County does not provide such written confirmation on or before September 30, 2019, this Agreement shall be of no effect.

ARTICLE 5: TERMINATION.

i. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Agency upon determining that Agency has failed to comply with the terms of this Agreement. If Agency fails to comply with the terms of this Agreement, the County Administrator or designee may, upon written notification to Agency withhold payment until Agency complies with the conditions or terms. The notice shall specify the manner in which the Agency has failed to comply with this Agreement.

ii. Upon expiration or termination of this Agreement for any reason, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Agency's final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

iii. In the event that this Agreement encompasses multiple programs (Attachment A1, A2 etc.), any single Program may be terminated consistent with Article 5, Termination, and all terms and conditions of this Agreement shall remain in full force and effect to the extent they apply to any Program (s) that has not been terminated.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Agency: Early Learning Coalition of Manatee County, Inc
Attn: Chief Executive Officer
P.O. Box 939
Palmetto, FL 34220

If by hand delivery: Early Learning Coalition of Manatee County, Inc.
600 Eighth Avenue West, Suite 100
Palmetto, FL 34221

If mailed to County: Manatee County Neighborhood Services Department
Attn: Director
P. O. Box 1000
Bradenton, FL 34206-1000

If by hand delivery: Manatee County Neighborhood Services Department
1112 Manatee Avenue West, Suite 510
Bradenton, FL 34205

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS

i. Agency shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Agency shall provide County's representative all necessary information, records and contracts required by this Agreement as requested by County's representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County's Representative. Agency's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Agency shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Agency made by any local, State or Federal agency. Agency shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Agency for at least three years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement Agency shall provide the following:

1. Agency who at any time in the past 2 years or is expected in the current year to have a budget of \$1,000,000 or more shall submit an audited financial statement and related management letters received, not more than two years old, from an independent certified public accountant registered in the State of Florida.

2. Agency who in the past 2 years and the current year has a budget of less than \$1,000,000 shall submit a compilation, not more than two years old, from an independent certified public accountant registered in the State of Florida.

iv. The submission of documentation by Agency shall serve as agency's certification and representation that the information contained therein is true and correct. Agency recognizes that County has relied upon or will rely upon audits provided by Agency in making its determination to provide funds to Agency in the manner provided in this Agreement and if at any time County determines that the information submitted is not true and correct, County may immediately terminate this agreement and seek to recover any funds paid to Agency.

v. All forms referenced in this Agreement not attached herein shall be provided or approved by County's Representative and shall be completed and submitted by Agency to County as requested.

B: PUBLIC RECORDS. By accepting award of this Agreement, Agency acknowledges that the portion of its books and records related to its contracting activities with County may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act.

Pursuant to Florida Statutes § 119.0701, because Agency is performing services on behalf of the County, Agency shall:

i. Keep and maintain public records required by the County to perform the Program services

ii. Upon request from the County's custodian of public records (identified below), provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Agency does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the Program services. If the Agency transfers all public records to the County upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

If the Agency has questions regarding the application of Chapter 119, Florida Statutes, to the Agency's duty to provide public records relating to this contract, contact the custodian of public records at: Attn: Records Division Manager, P.O. Box 1000, Bradenton, FL 34206-1000. debbie.scaccianoce@mymanatee.org; (941) 742-5845.

C: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, Agency covenants and agrees that no person shall on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

D: LICENSES. Agency shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request of County's Representative.

E: CONTRACTUAL LIABILITY. The relationship of the Agency to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Agency or any of the officers,

employees, personnel, agents, or subcontractors of the Agency any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Agency in connection with the Program or for debts or claims accruing to such parties. Agency shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

F: SUBCONTRACTORS. A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound not-for-profit entity to provide the Program to serve the interests and welfare of the residents of Manatee County. Therefore, Agency agrees that the Program shall be provided by volunteers or employees of Agency, and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Agency's program.

G: NON-ASSIGNABILITY. Agency may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

H: AGENCY'S REPRESENTATIVES. Within thirty days from the date of execution of this Agreement by both parties, Agency shall provide the County with a list of representatives authorized to act on behalf of the Agency. The list of authorized representatives shall be approved by the Agency's Board of Directors.

I: AGENCY'S DIRECTORS. Agency's paid staff shall not be a voting or elected member of the Agency's Board of Directors, and its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to the Agency. To avoid conflicts in the contract monitoring process, no current officer or employee of the Manatee County Neighborhood Services Department may serve on Agency's governing board.

J: OTHER OBLIGATIONS OF AGENCY.

i. Agency shall use its best efforts to attend and participate in meetings regarding county funding, as requested by the County's Representative.

ii. Agency shall maintain tax-exempt status under the Internal Revenue Code.

iii. The funds paid to Agency by County are not for the benefit of any individual but are provided to assist Agency in developing and maintaining a program of services deemed beneficial to the health, safety and welfare of the community. Matters contained in this Agreement such as target populations, client eligibility and unit of service costs whether covering all or a portion of Agency's cost of providing the Programs, are provided to apportion payment to Agency and represent the minimum level of service Agency must provide during the term of this Agreement.

iv. Payment of County funds for this program is for the actual expenses associated with the Program, and only for Program services actually rendered by Agency. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third-party sources. If Agency receives such revenues which then exceed the actual Program cost, Agency shall notify County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

v. Agency Bylaws shall be approved by the Agency's Board of Directors. County shall be provided with copies of Agency bylaws, and any amendments thereto upon request by County Representative.

vi. Agency shall maintain all Board of Director's minutes, and any referenced financial, staff and other committee reports, and shall make available upon request by County Representative.

vii. With respect to program files and/or individual client files documenting services:

1. County's Representative shall have the option of reviewing the contents of the files.

2. Agency shall have the following information available during all site visits:

a. Acknowledgement and Consent to Release Records. Agency shall present a signed Acknowledgement and consent to Release Records prior to any client file information being reviewed. For minors, a parent or guardian signature is required. Records presented without a signed consent will be considered unavailable to use as documentation for proof of services rendered.

b. Client Eligibility. Agency shall maintain program records that provide evidence of client eligibility to include the client's date of birth and residential address of the client within Manatee County. P.O. Boxes are not considered a residential address. For minors, a parent or guardian must provide the evidence of child's birthdate and residency.

c. Program Services Documentation. Agency shall maintain sufficient records to document units of service provided in accordance with Attachment A of this Agreement.

viii. Documents submitted to the County or retained as part of client/agency files as a part of this agreement may be modified by the County Representative with written notice to the agency.

ix. County's Representative has the authority to request additional information for County's periodic reviews, Agency Payment Request approval, site visits, annual monitoring, and other Agreement related tasks.

x. County's Representative shall have the authority to approve the final format of requested information.

xi. Because the services provided by Agency are funded in whole or in part by the County, Agency agrees to require each client receiving services (or legal guardian of client where applicable) to execute an Acknowledgement and Consent to Release Records form.

1. The form shall contain an acknowledgement of the client or guardian that he/she understands that the County's Representative may request access to any or all Agency records relating to the program and/or the delivery of services for the purposes of evaluating or monitoring the program or delivery of service to the client, and that he/she consents to the release of records for these purposes.
2. The form shall also inform the client or guardian that to the extent records are provided to the County, same shall become public records and may, subject to any applicable state or federal exemptions, be inspected or copied by third persons.
3. The form shall be drafted by the Agency and must be reviewed and approved by the County's Representative prior to use.
4. County's Representative may waive this requirement for group educational and similar programs.

xii. With respect to the Health Insurance Portability and Accountability Act (HIPAA): To the extent Agency is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Agency shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Services provided hereunder. In conformity, therewith, Agency shall:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. Mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of PHI by Agency except as permitted by this Agreement.
4. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.
5. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Agency's compliance with HIPAA.
6. Agency, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with the HIPAA during its association with County.
7. Agency will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA.
8. Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.
9. Agency will insure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Agency will assume all expense for such training.
10. Notwithstanding any other provision of this Agreement, Agency agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Agency, its agents or employees.
11. In addition to the foregoing, to the extent Agency is a HIPAA Covered Entity or Business Associate, Agency must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County's request, copies of same.

ARTICLE 8: INDEMNIFICATION. Agency shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Agency or its employees, or of the subcontractors or its employees, if any. Agency shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Agency shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Agency, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County as herein provided. The

indemnity hereunder shall continue until such time as any and all claims arising out of Agency's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Agency at the above listed address. Upon receipt of notice, Agency, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Agency attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Agency, the Agency shall, at the Agency's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type as set forth in Attachment D. Agency shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include:

- i. Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate; and

Until such time as the insurance is no longer required, the Agency shall provide the County with renewal or replacement certificates of insurance not less than the day prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Agency shall, not less than the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. County shall be under no obligation to pay agency for any services provided or for any costs associated with Agency's Program for any period of time not covered by the insured required under this Agreement.

Agency shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Agency shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's representative.

ARTICLE 10: COUNTY'S REPRESENTATIVE. The Director of County's Neighborhood Services Department or such other employee as may be designated in writing by the County Administrator shall serve as the County's representative and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's representative shall be referred to the County Administrator or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

ARTICLE 12: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: CATASTROPHIC EVENTS. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform. In accordance with applicable law, Agency shall not be compensated for any period in which Program services are suspended or discontinued as a result of such an event.

ARTICLE 15: DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Agency and any providers of promotional, advertising or other services, or goods, purchased by the Agency. Nothing in this Agreement is intended or shall be construed to confer upon

or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 16: CONSTRUCTION. This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

ARTICLE 17: WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

ARTICLE 18: GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

ARTICLE 19: REMEDIES. Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

ARTICLE 20: ATTORNEYS FEES AND COSTS. Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

ARTICLE 21: EFFECTIVE DATE. This Agreement shall take effect as of the date set forth above.

ARTICLE 22: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives, effective as of the date set forth above.

WITNESSES:

Sign Name: James Stusser

Print Name: James Stusser

Sign Name: L. Timmons

Print Name: L. Timmons

AGENCY

By: Paul Sharff

Print Name: Paul Sharff

Title: Chief Executive Officer

Phone Number: 941-757-2900

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Chairperson

Date of Execution: _____

ATTEST: Angelina Coloneso,
Clerk of the Circuit Court and Comptroller

By: _____
Deputy Clerk

**ATTACHMENT A
PROGRAM DESCRIPTION**

**EARLY LEARNING COALITION OF MANATEE COUNTY, INC.
EARLY CARE AND EDUCATION**

1. **PROGRAM DESCRIPTION:**
 - a. Agency shall provide financial subsidies for early learning and childcare services, practice-based coaching, and early education services, hereinafter "Program".
2. **TARGET POPULATION:**
 - a. This program shall serve residents of Manatee County meeting the following criteria, hereinafter, "Client":
 - i. Children ages birth through 13 years; or
 - ii. Parent(s) seeking childcare for their children ages pre-birth through age 13; or
 - iii. Parent(s), legal guardian(s), or caregiver(s) who meet the defined Subsidy Eligibility Criteria; or
 - iv. Children ages 3 and 4 years, and their preschool classroom teachers; or
 - v. Childcare providers.
3. **LOCATION/HOURS OF SERVICE:**
 - a. Services will be provided at the following location(s):
 - i. Early Learning Coalition (office), 600 8th Avenue West, Palmetto, Florida
 - ii. Subcontracted childcare provider locations such as Child care centers, elementary schools, and middle schools
 - iii. Client's residence and community locations as needed
 - b. The Program will be provided at the following time(s):
 - i. Agency hours: Monday – Thursday, 7:00 am – 6:00 pm, Friday; 8:00 am – 12:00 pm; evenings and weekends as needed.
 - c. Other locations and times may be requested by the agency in writing. Changes are not approved until the County Representative has approved them in writing.
4. **SERVICES:**
 - a. Program shall provide one or more early learning and child care services, including but not limited to, activities such as the following:
 - i. Financial subsidies for child care activities, such as intake, client eligibility determinations, and distribution of subsidies to child care providers; maintaining a waiting list for subsidies.
 - ii. Supplemental early care and education services, such as classroom quality assessments; early childhood screening and learning assessments; training/technical assistance for childcare providers; childcare provider list and referral system; and maintaining an early education tracking system and sharing of child level early education data with the Manatee County School District.
 - iii. Practice-based coaching activities, such as curriculum-specific training to classroom teachers of children ages 3 and 4; providing classroom curriculum materials; coaching on curriculum fidelity; and observation or assessment of classroom teachers.
 - iv. Early education services, such as home visits with parenting education and support in prenatal health, infant health and nutrition, infant development, early language and literacy support; providing age-appropriate books to develop their home library; and screenings for child development, speech, and language
5. **UNIT OF SERVICE:** A unit of service shall be defined as a day of operation where services are available.
6. **RESULTS:**
 - a. Program results, approved by County, shall be tracked and verified by Agency.
 - i. Result/Target Statement: Of the 960 low-income families we anticipate serving, 900 of them will gain or retain employment or education that enables them to become self-sufficient while their children attend quality child care facilities that support the child's development.
 1. Milestone/Verification:
 - a. Of the 960 families receiving subsidized childcare services, we anticipate serving, 900 maintained employment to gain economic self-sufficiency.
 - b. Verification of Income and/or school registration during recertification.
 2. Milestone/Verification:
 - a. 20 used their subsidy for continuing their education in areas deemed necessary for economic self-sufficiency.
 - b. Verification of Income and/or school registration during recertification.
 3. Milestone/Verification:

- a. Child care subsidies were used for quality child care arrangements.
- b. Provider Health and Safety monitoring and program assessments.
- 4. Milestone/Verification:
 - a. Children were in quality early care settings that support early childhood development.
 - b. The Battelle Developmental Inventory or Teaching Strategies Gold Child Assessment providing a pre and post developmental screening in order to show child gains over the year.
- ii. Result/Target Statement: Of the 35 low-income families participating in Play and Learn strategies home-visiting, we anticipate serving, 27 will demonstrate an increase in one or more developmental parenting domains.
 - 1. Milestone/Verification:
 - a. Parents demonstrated an increase in developmental parenting behaviors.
 - b. PALS Coaches observe parent and child interactions and document observations in the developmental parenting areas of affection, responsiveness, encouragement, and teaching utilizing the Parenting Interactions with Children Checklist of Observations Linked to Outcomes (PICCOLO). PICCOLO will be complete at program entrance and exit.
 - 2. Milestone/Verification:
 - a. Parents were engaged during sessions.
 - b. Parent Engagement Rating Scale will be complete by the PALS Coach after every session with a parent denoting if the parent was not at all engaged (0), engaged very little (1), somewhat engaged (2), or clearly engaged (3) in the seven area of possible parental engagement.
 - 3. Milestone/Verification:
 - a. Child demonstrated age appropriate development.
 - b. Coaches document observations in the developmental domain areas of communication, gross motor, fine motor, problem solving, and personal social utilizing the Ages & Stages Questionnaires (ASQ). ASQ will be complete at program entrance and exit.
- iii. Result/Target Statement: Of the 544 clients, we anticipate serving, 463 will achieve age-appropriate efficiency in development of early literacy skills predictive of becoming successful readers in kindergarten.
 - 1. Milestone/Verification:
 - a. Children demonstrated engagement in curricular activities presented in the classroom.
 - b. Coach or teacher anecdotal observations noting 90% of qualifying children actively engaging in the activities.
 - 2. Milestone/Verification:
 - a. Children demonstrated progress in early literacy skills.
 - b. Mid-year administration of Get Ready to Read Screening – Revised showing progress toward or over 90% standard score which is correlated through Nemours research to determine readiness for school.
- iv. Result/Target Statement: Of the 59 anticipated teachers, we anticipate serving, 53 will achieve mastery of instruction including delivery with intentionality and fidelity for the Nemours Reading Bright Start! Complete Program for Early Literacy Success curriculum.
 - 1. Milestone/Verification:
 - a. Teachers actively engaged in implementation of the stated curriculum.
 - b. Coach observations and notes evidence teachers offering suggestions in their implementation meetings, and either actively implementing the curriculum or actively incorporating the lesson pieces into classroom activities that the coaches observe during at least 5 visits throughout the year.
 - 2. Milestone/Verification:
 - a. Teachers actively utilized coaches, identifying areas in which they want to improve their practice.
 - b. Coach observations and notes evidencing at least three questions the teachers surfaced identifying areas for which they wanted more information and/or guidance throughout the year.
 - 3. Milestone/Verification:
 - a. Teachers changed the activity centers in the classroom to reflect child interests and curricular extension activities.
 - b. Coach observations and notes evidencing curricular extension activities observed on at least 5 onsite visits.
- b. Modification to results, targets, verification and milestones may be requested by Agency in writing and shall include a logical analysis of the reason for modification. Changes are not considered approved until the County Representative has approved them in writing.

7. SUBSIDY ELIGIBILITY CRITERIA – Client must meet all criteria for a Subsidy Category, as follows:

Subsidy Category Name	Category Code	Reason for Care
Kinship	KIN	Child(ren) in the temporary or permanent care of a relative or non-relative caregiver
<p>a. Kinship Program Child Care Referral from Manatee Children’s Services; and b. Child’s annual gross income must not exceed 85% of State Median Income; and c. Age Restrictions: Children ages birth through age 13.</p>		
At-Risk Child	ARC	Child(ren) determined to be at risk of child abuse/neglect (or further child abuse/neglect)
<p>a. At-Risk Child Program Child Care Referral from Department of Children and Families, Safe Children Coalition, or Manatee Sheriff’s Office Child Protection indicating referral is for a child determined to be at risk of child abuse/neglect (or further child abuse/neglect); and/or in DCF Care/Custody; or b. Child Care Application and Authorization Form – Certified Domestic Violence Center or Designated Homeless Program from Hope Family Services indicating the child resides in a Certified Domestic Shelter; or c. Child is in the care of a relative or non-relative determined eligible for the State/Federal Relative Caregiver assistance program as documented by ACCESS. No referral is needed. d. When a referral expires, or is terminated by the referring agency, the parent/guardian will have three months (90 days) to provide documentation to establish a purpose for care under another eligibility category to continue receiving services for the remainder of the initial 12-month authorization period. Purpose for care must be reestablished no later than three (3) months after the initial child care authorization expires. e. Age Restrictions: Children ages 5 through age 13.</p>		
County Scholarship	SCC	Child(ren) determined to be economically disadvantaged
<p>a. Parent must have 20+ hours per week employment or training (or combination); or parent is determined to be exempt from work requirements due to age or disability (§ 1002.81(16)); and b. Family’s annual gross income must not exceed 85% of State Median Income; and c. Age Restrictions: Children ages birth through age 13.</p>		
School Readiness – 50% Match	SRMT	Child(ren) of low-income working parent(s)
<p>a. Parent must have 20+ hours per week employment or training (or combination) at the time of application; or parent is exempt from work requirements due to age or disability (§ 1002.81(16)); and b. Family’s annual gross income must not exceed 85% of State Median Income; and c. Age Restrictions: Children ages birth through age 13. Minimum term of eligibility = 1 year</p>		
Early Intervention	EIP	Child(ren) determined to need early intervention services due to developmental delay and/or disability
<p>a. Early Intervention Program Child Care Referral from Easter Seals or Community Haven indicating: • Referral is for a child needing early intervention and therapy services in the child care setting; and • Child’s physician has signed a written statement confirming the presence of the child’s developmental delay and/or disability, and the need for single or multiple therapeutic services; and b. Family income must not exceed 250% of Federal Poverty Level, and c. Age Restrictions: Children ages birth to age 3½.</p>		

**ATTACHMENT B
PAYMENTS**

**EARLY LEARNING COALITION OF MANATEE COUNTY, INC.
EARLY CARE AND EDUCATION**

Agency shall be paid by the County an amount not to exceed \$2,510,143 for the program provided during the time period of this Agreement, as specified below:

1. Units of Service:
 - a. Agency shall provide 245 units of service, during the term of the Agreement.
2. Unit Rate:
 - a. Agency shall be paid by the County in the amount of \$10,245.49 for each unit of service provided in accordance with Article 1, Attachment A,
 - b. Agency shall be paid monthly for the actual number of units of services it has provided and documented.
3. Supporting Documentation:
 - a. Payment Request Form:
 - i. Agency shall complete and submit one original and two photocopies of the Agency Payment Request Form
 - b. Monthly Unit Tracking Form:
 - i. Agency shall create and provide, each month with their Agency Payment Request Form, three copies of the Monthly Unit Tracking Form, which shall serve as the report of units of service performed during the reporting period. The format of the Unit Tracking Form must be approved by the County Representative prior to use and contain the following information:
 1. Name of Agency and Program
 2. Month and year service was rendered
 3. Dates of program operation
 4. Types of service provided per day
 - ii. Failure to submit an accurate monthly unit tracking form may result in payment processing being delayed.
 - c. Additional Information Form:
 - i. Agency shall create and provide a form to report the following:
 1. Anticipated Difficulties: Agency shall report anticipated difficulties meeting contractual requirements by the end of the contract year.
 2. Program Staff: Agency shall list all direct program staff names and position titles. Agency shall report changes in staff during the contract term, including any staff vacancies or changes which affect the Program.
4. Submission Date:
 - a. It is recommended that Agency Payment Requests, as described in Attachment B, be submitted to the County by the 15th of each month. Agency payment requests are processed in the order they are received by the County. Once processed by the Manatee County Neighborhood Services Department, the Clerk of the Court has 45 days to process the payment.
5. Final Payment Request:
 - a. Within 15 calendar days after expiration of the Agreement, the Agency shall render a final and complete Agency Payment Request. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen-day period.

**ATTACHMENT B
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
FY19/20 NON-PROFIT AGENCY PAYMENT REQUEST FORM**

AGENCY: Early Learning Coalition of Manatee County, Inc.

AGENCY REMITTANCE ADDRESS (Enter Street or P.O. Box, City, State, Zip Code for sending payments)

PROJECT NUMBER: 104-0015002-582000

PROGRAM: Early Care and Education

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: AGENCY PAYMENT REQUEST

(1) REQUEST THIS PERIOD	(2) TOTAL FUNDING	(3) REQUESTED YEAR-TO-DATE	(4) BALANCE OF FUNDS
\$	\$2,510,143	\$	\$

SECTION 2: CLIENT SERVICES

(5) UNIT COST	(6) UNIT CONTRACT TOTAL	(7) Y-T-D TOTAL PRIOR	(8) TOTAL THIS PERIOD	(9) TOTAL Y-T-D	(10) % OF PLAN ACHIEVED	(11) % OF TIME ELAPSED
\$10,245.49	245				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in ATTACHMENT B, PAYMENTS.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Agency Payment Request is true and accurate to the best of my knowledge. Agency recognizes that the County has relied upon, or will rely upon, information provided herein by Agency in making its determination to provide funds to Agency, and if at any time, County determines that the information submitted is not true and correct, County may immediately terminate the funding agreement and seek to recover any funds paid to Agency.

AUTHORIZED SIGNATURE: _____ DATE: _____

(Submit 1 original—signature blue ink—and 2 photocopies of unit tracking report with 1 copy supporting documentation attached to each)

DO NOT WRITE BELOW THIS LINE

NSD CONTRACT MANAGER: _____ DATE: _____

**ATTACHMENT C
SPECIAL CONDITIONS**

**EARLY LEARNING COALITION OF MANATEE COUNTY, INC.
EARLY CARE AND EDUCATION**

1. Agreement Reporting Deliverables: The Agency shall submit the following reports:
- a. Agency shall submit the following reports quarterly and retain verification on site for review upon request by the County:

Quarterly Report Due Dates			
Quarter 1 (Oct-Dec)	Quarter 2 (Jan-Mar)	Quarter 3 (Apr-Jun)	Quarter 4 (Jul-Sep)
Due: Jan 30, 2020	Due: Apr 30, 2020	Due: Jul 30, 2020	Due: Oct 30, 2020
Title	Requirement/Description		
i. Program Revenue & Expenditure Report	Agency shall report quarterly all actual program revenue (by source) and actual expenditures (by line item).		
ii. Program Results Report	Agency shall track and report program result(s), target(s), and milestones for the clients served during the term of this agreement (updated each quarter).		
iii. Children's Services Demographics Report	Agency shall provide a report on unduplicated clients receiving services during the term of this agreement (updated each quarter reporting new clients only) to include the following demographics: Gender, race, age, and zip code.		

2. Agency shall submit the following documentation as indicated:

Other Documents Required	
Title	Requirement/Description
a. Insurance	Agency shall submit the following, in accordance with Article 9 of this Agreement: i. Certificate of Commercial General Liability insurance. ii. Agency shall, not less than the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.
b. Financial Audit	Financial audit shall be submitted in accordance with Article 7, A, iii of this Agreement.
c. Acknowledgement and Consent to Release Records	Agency shall submit an example of the Acknowledgement and Consent to Release Records to Manatee County Government to be used for this program. The sample must be submitted within 30 days of agreement execution and approved by the county representative prior to use.

3. Waivers:
- a. Notwithstanding the provisions of Article 7, Paragraph F, Agency may retain subcontractors to provide the services described in Attachment A, provided:
- i. All subcontracts related to the performance of services shall be subject to all provisions of this Agreement.
 - ii. The Agency shall furnish a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract.
 - iii. Upon request by the County's Representative, Agency shall make available records related to any particular subcontract.
 - iv. The County's Representative has no duty to review such proposed contracts, it being the express duty of the Agency to ensure that the subcontracts conform to this Agreement. However, these may be reviewed on site if desired by the County.
 - v. Any approval granted by the County's Representative does not alter the obligation of the Agency to fulfill all terms of this agreement nor does it constitute an opinion regarding the sufficiency or legality of the subcontract.

