



DATE: 3/11/22

TO: Robert Gleason, Director of Purchasing

THRU: Keith Bostick, Deputy Director, Human Services Department

FROM: Silvia Beebe, Assistant Director, Community Partnerships Division

PROJECT TITLE: Agreement with Early Learning Coalition of Broward County, Inc. for Childcare Services

REQUISITION NO.: CMP0001276

## SOLE SOURCE/SOLE BRAND REQUEST

### I. REQUEST: Provide a description of the features of the product/service or Scope of Work.

The Early Learning Coalition of Broward County, Inc. ("ELC") is a 501(c)(3), non-profit organization designated by the State of Florida ("State") under the School Readiness Act (s. 411.01, Florida Statutes) to develop and administer the State system of childcare services in Broward County. Annually, the Legislature determines the funding amount allocated for subsidized childcare to develop the Child Care Executive Partnership ("CCEP") childcare purchasing pool. Under CCEP, federal and state funding is matched with contributions from local governments and other groups to maximize childcare services. This match results in additional funding for subsidized childcare services. Per Section 1002.94 Florida Statutes, as a match contributor, Broward County provides local dollar-for-dollar match to the CCEP childcare purchasing pool.

The Broward County Human Services Department ("HSD"), Community Partnerships Division ("CPD") currently contracts with ELC via Agreement No 18-CP-CSA-ELC-01 for the provision of childcare subsidies and other supportive services for low-income families in Broward County through September 30, 2022 in the annual amount of \$2,342,795. The HSD and CPD desire to continue the provision of childcare subsidies and other supportive services for low-income families and request approval of a sole reasonable source designation for ELC for an agreement in the annual amount of \$2,342,795, with an initial period of one year and four renewal periods. Upon approval of the sole reasonable source, HSD CPD will proceed with executing a contract using the approved Unit of Service Agreement shell.

Per Broward County Procurement Code, 21.5 Exemptions from the Procurement Code, Section 21.5(b)(6), these services are exempt. However, per Chapter 23 – OPERATIONAL POLICY, HUMAN SERVICES, Section 23.2(d), Single Source Determination, "... All single source agreements require approval by the Director of the Purchasing Division and formal approval by the Board." Per Section 23.1(ii) Single Source Provider, "Upon determination of the Human Services Department Director and the Director of Purchasing, that only one Provider is capable of providing services within a geographic area or that a change in Provider would result in disruption of service which would adversely impact families and individuals, a Single Source Provider may be recommended for funding. A single source Agreement must be approved by the Board of County Commissioners."

### II. JUSTIFICATION: Please check all boxes that describe your reason(s) for determining that only one source or brand is reasonably available.

#### Only Sole Source/Uniqueness

- ☐ Proprietary Item - this vendor/ source has the only rights to provide this service or commodity. A letter from the manufacturer or authorizing entity is included in this request.
- ☐ Technology Improvements - updates or upgrades to an existing system, software, software as a service (SaaS), hardware purchases.
- ☐ Engineering Direction - engineering drawing or specification identifies product; "no substitutes or equivalents will be acceptable."
- ☐ Only qualified supplier - reliability and maintainability of the product or service would be degraded unless specified supplier is used; may void warranty. This request includes a copy of the current warranty information.
- ☒ Other – the County requires this sole source, sole brand purchase for the following reasons:

The County is a match contributor to the Child Care Executive Partnership ("CCEP") childcare purchasing pool to provide subsidized childcare for low-income families who are Broward County residents. This results in a dollar-for-dollar match that leverages additional resources in Broward County. Between 2018 and 2021, Broward County provided childcare subsidies to 7,472 families. The ELC directly administers the CCEP childcare purchasing pool funds, and therefore is the sole reasonable source entity to receive matching funds from Broward County.

### Business Case (One/Most Reasonable Source or One/Most Reasonable Brand)

- ☐ Operational Compatibility - replacement parts from alternate suppliers are not interchangeable with original part and causes equipment incompatibility. Previous findings and/or documentation is included with this request.
- ☐ Ease of Maintenance - maintenance or retooling prohibits competition. Section III, Comparative Market Research includes estimated costs associated with changing current source and/or brand.
- ☐ Follow-On - potential for continued development or enhancement with same supplier and eliminates costs incurred by using different supplier. Section III, Comparative Market Research includes estimated costs for replacing current or existing system.
- ☐ Complies with existing community and safety standards, and/or laws, rules, and regulations.
- ☐ Exempted from the Procurement Code – per Section 21.5 of Broward County Administrative Code.
- ☒ Other/or additional information – using this sole source, sole brand purchase benefits the County for the following reasons:

The purpose of this request is to enter into an agreement with the ELC to provide subsidized childcare services for low-income families in Broward County. By funding this agreement, the County becomes a match contributor to the CCEP childcare purchasing pool. This County funding results in a dollar-for-dollar match from the state, therefore increasing the ability to leverage resources to provide additional subsidized childcare services to families in Broward County. If not approved, there would be a loss of 1,159 subsidized childcare slots to eligible families in Broward County.

### III. COMPARATIVE MARKET RESEARCH: Provide a detailed source or market analysis for justification of sole source/brand or most reasonable source (attach extra sheets as needed).

Estimated project value:  Contract length (if applicable):

Expenses to date:

Has this commodity been previously provided to the County? ☒ Yes ☐ No

If yes, when and by whom?

How was item/service procured?

What is the current contract (MA) or purchase order number?

If this is a sole brand, is there an “authorized” dealers list? ☐ Yes ☒ No

Cost/Benefit Analysis: What would the cost be to utilize an alternate vendor or source? This explanation should include the savings and/or additional costs to the County by not using the preferred vendor or source. Attach additional sheets if needed.

Not applicable. ELC is the only agency designated by the Florida Office on Early Learning to develop and administer the State system of childcare services in Broward County and manage the CCEP childcare purchasing pool.



CERTIFICATION: I have thoroughly researched the sole source or sole brand justification and fully understand the implications of Section 838.22 of the Florida Statutes:

(2) "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole source contract for commodities or services."

(5) "Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084"

REQUESTOR/EVALUATOR  
(PRINT)

SILVIA BEEBE

Digitally signed by SILVIA BEEBE  
Date: 2022.03.11 10:25:10 -05'00'

REQUESTOR/EVALUATOR (SIGN)

DATE

DEPT./DIV. DIRECTOR OR  
DESIGNEE (PRINT)

Keith D. Bostick

Digitally signed by Keith D.  
Bostick  
Date: 2022.03.11 10:29:49 -05'00'

DEPT./DIV. DIRECTOR OR  
DESIGNEE (SIGN)

DATE

The Purchasing Agent has reviewed the request and has completed the required due diligence per the Procurement Code Section(s) 21.25 and 21.26. The Purchasing Agent recommends the following:

☐ Sole Source ☐ Sole Brand ☒ Reasonable Source ☐ RFI attached ☐ Rejected

☐ Request Authorization to Negotiate

Additional Information:

The Broward County Human Services Department, Community Partnerships Division (the Agency) is desiring to continue the Agreement with the Early Learning Coalition of Broward County, Inc. (ELC) as they provided in the previous contract (Exhibit 1) executed by the County Administrator. An RFI was not conducted as these services are exempt per Broward County Code, 21.5. Exemptions from the Procurement Code, Section 21.5(b) (6). In addition, per Chapter 23 – Operational Policy, Human Services, Section 23.2 (d) Single Source Determination, "...All single source agreements require approval by the Director of the Purchasing Division and formal approval by the Board." Section 23.1 (ii) Single Source Provider. Upon determination of the Human Services Department Director and the Director of Purchasing, that only one Provider is capable of providing services within a geographic area or that a change in Provider would result in disruption of service which would adversely impact families and individuals, a Single Source Provider may be recommended for funding. A single source Agreement must be approved by the Board of County Commissioners. The Purchasing Agent affirms that the required due diligence has been completed and therefore recommends approval of this Sole Source designation. As such this request is recommended for the Agency to proceed with an Agenda Item for formal approval of a replacement Agreement by the Broward County Board of County Commissioners. The annual estimated amount is \$ 2,342,795 with a five-year potential estimated award amount of \$ 11,713,975.

Purchasing Agent Signature:

HAZEL  
MATTHEW

Digitally signed by HAZEL  
MATTHEW  
Date: 2022.03.28 11:21:21 -04'00'

Date: 3/28/2022

Reviewed By: Danae Cohen-Ebanks

Digitally signed by DANA  
COHEN-EBANKS, PURCHASING  
MANAGER  
Date: 2022.03.30 14:25:57 -04'00'

### APPROVAL AUTHORITY

REASON/SUGGESTED ACTION (IF DISAPPROVED):

Signature:

Robert  
Gleason

Digitally signed by Robert  
Gleason  
Date: 2022.03.30 15:42:45  
-04'00'

Date:



**AGREEMENT BETWEEN BROWARD COUNTY AND EARLY LEARNING COALITION  
OF BROWARD COUNTY, INC.  
FOR CHILD CARE SERVICES**

Agreement Number: 18-CP-CSA-ELC-01

This Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the state of Florida ("County"), and Early Learning Coalition of Broward County, Inc., an active nonprofit Florida corporation ("ELC"). County and ELC are collectively referred to as the "Parties."

WHEREAS, this Agreement will enable ELC to provide services that would not otherwise be funded by another public funding source; and

WHEREAS, funding given to ELC has been found and declared to be for a County and public purpose by the Board of County Commissioners of Broward County, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS**

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - The Agreement includes Articles 1 through 15 inclusive, the "Whereas" clauses recited above, and all exhibits, addenda, and attachments that are expressly incorporated herein by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **Clients** - Individuals served under this Agreement as described in Exhibit D-1, "Scope of Services."
- 1.4 **Contract Administrator** - The Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of the division administering the Agreement, as specified in Exhibit A, "Agreement Specifications." The Parties may rely on the instructions or determinations made by the Contract Administrator in the administration of this Agreement; however, the Scope of Services may not be changed via such instructions and determinations except as otherwise provided herein.
- 1.5 **Contract Manager** - The Human Services Department division staff person who coordinates and communicates with ELC and who manages and supervises execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. The Parties may also rely on the instructions or determinations made by the Contract Manager in the administration of this Agreement; however, the Scope of Services may not be changed via such instructions and determinations except as otherwise provided herein.
- 1.6 **County Attorney** - The chief legal counsel for County appointed by the Board.
- 1.7 **County Administrator** - The administrative head of County appointed by the Board.
- 1.8 **County Business Enterprise or "CBE"** - A small business certified as meeting the requirements of Broward County's CBE Program.
- 1.9 **HSD** - The Broward County Human Services Department.



- 1.10 **HSSS** - The Human Services Software System. The Client Services Management System or any other participant information collection and data exchange system(s) designated by County.
- 1.11 **Initial Term** - The initial contracted period as specified in Exhibit A, "Agreement Specifications."
- 1.12 **Option Period** - A contract renewal period, usually concurrent with a single County fiscal year, as specified in Exhibit A, "Agreement Specifications."
- 1.13 **Program** - The services described in Article 3 and in Exhibit D-1 of this Agreement.
- 1.14 **Provider Handbook** - County's Human Services Department manual for providers of services that contains standard forms, performance measures, and other documents and standard practices, as same may be amended from time to time by County, which Handbook is incorporated herein by reference.
- 1.15 **Repository** - County's Human Services Department Repository, under the Office of Evaluation and Planning. The Repository address is identified in the Provider Handbook.

## **ARTICLE 2. TERM OF AGREEMENT**

- 2.1 **TERM**: The term of this Agreement shall begin and end on the dates ("Agreement Term") specified in Exhibit A, "Agreement Specifications." This Agreement may be renewed by the County's Contract Administrator for up to four (4) additional one-year Option Periods, as specified in Exhibit A. The Contract Administrator shall notify ELC of renewal, in writing, no less than five (5) business days prior to the expiration of the then-current term of this Agreement.
- 2.2 **CONTINUITY OF SERVICES**: In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of an Option Period not possible, or if no Option Period is available, and it would result in a gap in the provision of services under this Agreement, then upon approval of funds by the Board, the term of this Agreement may be extended by the HSD Director or Deputy Director and ELC, via a Contract Adjustment, for a period not to exceed six (6) months.
- 2.3 County's decision to exercise either Option Period shall be contingent upon, but not limited to, the following:
- A. Continued demonstrated and documented need for the services or priority area of funding;
  - B. Satisfactory contract compliance, program performance, and utilization by ELC, as determined by the Contract Administrator;
  - C. Demonstrated financial stability by ELC;
  - D. The availability of funds from County in accordance with Chapter 129, Florida Statutes; and
  - E. Appropriation of funds by the Board.

The Contract Administrator, in his or her sole discretion, shall determine whether the contingencies listed above have been fulfilled prior to the Contract Administrator exercising County's option to renew or extend this Agreement for any subsequent renewal or extension period.

- 2.4 This Agreement may be terminated in accordance with the provisions contained in the "TERMINATION" section herein.



### **ARTICLE 3. SCOPE OF SERVICES**

3.1 ELC shall provide the services set forth in each Exhibit D-1, "Scope of Services," for each service category funded by this Agreement, and shall meet the outcomes set forth in Exhibit D-2 and applicable Contract Adjustment(s). The Scope of Services is a description of ELC's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by ELC impractical, illogical, or unconscionable.

3.2 If applicable, ELC shall notify County in writing prior to the proposed opening, closing, or relocating of a service site listed in Exhibit D-1 or applicable Contract Adjustment no less than thirty (30) calendar days prior to such change in accordance with the "NOTICES" section of this Agreement. No such opening, closing, or relocation shall occur without County's prior written consent, which consent shall not be unreasonably withheld.

3.3 Organizational Profile: The Organizational Profile for ELC is a component of the Coordinating Council of Broward's community assessment process to support coordinated health, education, and human services planning in Broward County. It is used for collecting data for countywide resource inventory. This Profile is due from ELC upon oral or written request by the Contract Administrator.

### **ARTICLE 4. FUNDING AND METHOD OF PAYMENT**

4.1 MAXIMUM FUNDING: County will pay ELC an amount not to exceed the amount specified in Exhibit A, "Agreement Specifications," for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by ELC as full compensation for all such work. ELC acknowledges that this amount is the maximum payable and constitutes a limitation upon County's obligation to compensate ELC for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon ELC's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to ELC to reimburse its expenses, unless otherwise provided herein.

County funding under this Agreement relates exclusively to the Initial Term and County is not obligated to fund ELC beyond the Initial Term. In the event that the Contract Administrator exercises either Option Period under this Agreement, or in the event this Agreement is extended pursuant to Article 2, the maximum amount payable by County shall not exceed the amount specified for each period in Exhibit A, except as provided in Section 4.3, "MAXIMIZATION OF EXPENDITURE OF COUNTY FUNDS," herein.

4.2 REDUCTION OF FUNDS: In the event of ELC's underutilization of funds, the Contract Administrator has the authority, at any time, to reduce the maximum funding allocated under this Agreement. Such adjustments shall be made via a Contract Adjustment(s), which shall be signed by the HSD Director or Deputy Director and ELC. The Contract Adjustment(s) shall include corresponding revisions to the maximum units of service and minimum number of clients served.

#### **4.3 MAXIMIZATION OF EXPENDITURE OF COUNTY FUNDS:**

4.3.1 Mid-term Funding Adjustments. In furtherance of the objectives of the HSD, the Contract Administrator has the authority and sole discretion to increase the maximum funding under this Agreement up to ten percent (10%) of the Agreement amount for any fiscal year of County, except as provided in Section 15.24, EMERGENCY CONDITIONS. Such adjustments shall be made via Contract Adjustment(s), which shall be signed by the HSD Director or Deputy Director and ELC.



4.3.2 Program Allocations and Payment Schedules. The Contract Administrator has the authority to adjust the maximum funding allocated to any particular program or service category funded under this Agreement and payment schedules throughout any term of the Agreement. Such adjustment may be made via Contract Adjustment(s) signed by the HSD Director or Deputy Director and ELC.

4.3.3 Renewal Funding Adjustments. Adjustments to maximum renewable funding and corresponding adjustments to the number of units and clients served for Option Periods under this Agreement are subject to appropriation of funds by the Board. Such adjustments may be made via a Contract Adjustment(s) signed by the HSD Director or Deputy Director and ELC.

4.4 CONTRACT ADJUSTMENTS: The Contract Administrator is authorized to increase or decrease the maximum funding allocated to ELC in the Agreement to maximize expenditure of County funds as expressed herein. Such adjustments shall be made by the HSD Director or Deputy Director in writing in accordance with this section.

4.4.1 Any Contract Adjustment(s) for adjustments increasing the total annual maximum funding amount by ten percent (10%) or less may be signed by the HSD Director or Deputy Director and ELC, using a the Contract Adjustment form attached hereto as Exhibit F.

4.4.2 Any Contract Adjustment(s) increasing the total annual maximum funding by more than ten percent (10%) may be signed by the HSD Director or Deputy Director and ELC after the Board has approved the funding increase and has conferred such authority upon the HSD Director or Deputy Director.

4.4.3 All Contract Adjustments issued by the Contract Administrator shall contain, at a minimum, the following information and requirements:

4.4.3.1 A description of the adjustments being made (which description must specify in detail the adjustments and revisions to the maximum units of service and Clients served).

4.4.3.2 A reference to this Agreement pursuant to which the adjustment is authorized.

4.4.3.3 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.

4.4.3.4 Contract Adjustments shall be dated, sequentially numbered, and signed by both Parties.

4.5 METHOD OF PAYMENT: County will pay ELC for units of service actually delivered, invoiced, and documented as specified in Exhibit D-1, "Scope of Services," and in any applicable Contract Adjustment(s), on a monthly billing basis, subject to the provisions in this Article. The total number of units of service to be billed during each term of this Agreement shall not exceed the units specified in Exhibit D-1 and any applicable Contract Adjustment(s).

4.5.1 Required Match: County will reimburse for only nine (9) out of ten (10) units of service actually delivered, invoiced, and documented at the unit price specified in Exhibit D-1, unless otherwise indicated in Exhibit A, "Agreement Specifications," or in any applicable Contract Adjustment. The tenth (10<sup>th</sup>) unit shall meet ELC's match requirement. ELC's match requirement may be satisfied by either units of service or alternately by in-kind services that are dedicated to, and utilized solely, for its service obligations hereunder. The use of in-kind services may be approved by the Contract Administrator following ELC's submission of a written certification which certifies that all in-kind services utilized to meet the required match requirements are limited to



the performance obligations of this Agreement and satisfy the service requirements described on Exhibit D-1. ELC shall submit monthly, with its invoice, documentation that accurately details all of the in-kind services utilized to meet its match requirements for the previous month.

**Client Co-payment for Services:** In the event Client co-payments are required as indicated in Exhibit A, ELC shall assess income and implement co-payments pursuant to the Co-pay Schedule found in the Provider Handbook.

**4.5.2 Performance:** County will reduce payment by three percent (3%) ("Reduction") for services performed by ELC in the third (3<sup>rd</sup>) month of any quarter in which attainment of one (1) or more Outcomes was more than five (5%) percent below the indicated target. The Reduction shall be applied to payments for the Program(s) in which the indicator(s) was not met. The Reduction shall be applied to the net payment amount for the third (3<sup>rd</sup>) month, after calculation of the required match, but before any disallowed units or repayments from any other month(s) are applied. In the event that ELC does not submit an invoice in any third (3<sup>rd</sup>) month of a quarter because all funding authorized herein has been depleted, the Reduction shall be based on the previous month's net payment, and ELC shall pay the Reduction amount to County within thirty (30) days of County's written request. In the event that County finds that ELC's Outcome Report(s) contains incorrect information, County may apply this Reduction retroactively at the sole discretion of County's Contract Administrator.

**4.5.3** If this Agreement is funded in whole or in part by a grant from a third party ("Funder"), in the event that the Funder shall deny any of County's requests for payments hereunder, or if the Funder shall request the return of any funds that have been previously paid (collectively "Ineligible Amount"), County may deduct the Ineligible Amount from the next invoice submitted by ELC. In the event there is no longer an invoice from which to deduct the Ineligible Funds, ELC shall, within ten (10) days of receiving notice from County of the Funder's denial or request for return of funds already paid, return to County the funds that the Funder has declined to reimburse or has requested to be returned.

**4.5.4 Invoice Requirements and Due Dates:**

A. An original invoice in a form approved by the Contract Manager plus one (1) complete copy with supporting documentation are due monthly from ELC on or before the date specified in Exhibit E, "Required Reports and Submission Dates." In the event the due date falls on a weekend or County holiday, the invoice, supporting documentation, and complete copy are due on the next business day. Acceptable supporting documentation as described in this section shall be in the form of a report provided through County's designated HSSS, or as otherwise agreed to in writing by the Contract Administrator. All reported units of service must correspond to the units of service on invoices submitted for billing purposes. County may apply a payment reduction to ELC on any invoice submitted to County after the 15<sup>th</sup> day of the month which results in County receiving a financial penalty from Funder as a result of the late submission by ELC. The reduction shall be in an amount equal to the financial penalty received by the County.

B. In addition, all required fields within the HSSS must be completed thoroughly and accurately for units of service to be considered as delivered and payable. Compliance with this requirement will be periodically monitored by County. ELC shall reimburse County, as



described in Section 4.5.4.2, for any units that do not comply with this requirement and were previously billed and paid during any term of the Agreement.

C. The Contract Administrator may authorize manual billing if ELC lacks access to such designated system through no fault of ELC, as determined by the Contract Administrator in his or her sole discretion.

D. Where the unit rate is an hourly rate, County will pay for full fifteen (15) minute increments, unless otherwise provided herein, at the rate of one-quarter (1/4) of the applicable unit rate, so long as ELC has provided the unit of service as defined in Exhibit D-1.

#### 4.5.4.1 Corrected Invoices:

A. In the event that ELC determines that it has previously incorrectly billed and been reimbursed for a period within the current contract term, ELC shall include the corrections on the next regular monthly invoice. Unless the Contract Administrator has authorized or required additional corrections, corrected billing is limited to one time for any month in which services were rendered and must be received by County no later than ninety (90) days following the date the invoice being corrected was originally due to County, or forty-five (45) days after the end of the Agreement term, whichever is earlier. ELC must resubmit the original supporting documentation and submit the revised supporting documentation, along with a completed "Required Services Documentation" form as provided in the Provider Handbook, for each month in the period of previous incorrect billing, unless the Contract Administrator has, in writing, provided alternate documentation requirements. The invoice, which includes the corrections, must be accompanied by a cover letter signed by ELC's authorized signator summarizing the corrections, explaining the reason for the error, and detailing the actions ELC is taking to prevent recurrence of the error(s).

B. In the event that County determines that ELC has previously incorrectly billed and been reimbursed for a period within the current contract year, ELC shall include the corrections on the next regular monthly invoice. If the date of reimbursement is outside of the contract term in which the overpayment occurred, ELC shall issue a check to County as repayment.

4.5.4.2 To be deemed proper as defined by the Florida Prompt Payment Act, invoices must comply with the requirements set forth in this Agreement and must be submitted on the forms prescribed by County in the Provider Handbook, or through the communication system as provided through County's HSSS, or as otherwise agreed to in writing by the HSD Director or Deputy Director. County will pay ELC within thirty (30) calendar days of receipt of ELC's properly submitted invoice in accordance with the provisions of County's Prompt Payment Ordinance Section 1-51.6, Broward County Code of Ordinances. Further, County may deduct from any outstanding invoice any monies due from ELC because of a situation where County identifies money due from ELC to County pursuant to this Agreement.

4.5.4.3 Invoices or documentation returned to ELC for corrections shall not be considered as submitted and shall be cause for delay in issuance of payment by County without the accrual of interest on any payments owed by County to ELC. ELC shall sign and date any revised invoice(s). Submission of accurate, timely documentation and other requested



information as required by County shall be considered a factor in evaluating future funding requests.

4.5.4.4 The certification statement on the monthly invoice submitted by ELC shall be signed by an authorized person as referenced in Exhibit B-1, "Authorized Invoice Signators." Should it become necessary for ELC to replace signators, a notarized copy of the authorizing resolution as passed by ELC's Board of Directors or Trustees, authorizing legislation, or equivalent shall be submitted to the Contract Administrator, along with replacement Exhibit B-1 and Exhibit B-2, within ten (10) days following replacement of the signators.

4.5.5 If ELC has been authorized in accordance with the "SUBCONTRACTING" article of this Agreement to use subcontractors, or if ELC uses any suppliers of materials for the provision of the required services herein, ELC shall submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached hereto as Exhibit C. In instances wherein payment has not been made to the approved subcontractor(s) or the supplier(s), the certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

4.6 SUSPENSION OF PAYMENT: County, through its Contract Administrator, in his or her sole discretion, may in writing suspend payments to ELC if ELC does not comply with material terms of this Agreement, including, but not limited to, submission of correctly completed reports and corrective or remedial action plans, subject to County's acceptance and approval of said reports and plans. Express identification of certain terms herein as material shall not be construed to mean that other terms herein are not material. Suspension of payment by County may last through the duration of noncompliance by ELC as determined solely by the Contract Administrator, and any suspended payments shall not be subject to the payment of interest by County.

4.7 PAYER OF LAST RESORT: ELC represents to County that no other reimbursement or payment is available or will be received by ELC for any services invoiced to County, and County has relied upon that representation. ELC shall assure that funding under this Agreement will not supplant any existing programs and resources and is used as funding of last resort. This Agreement specifically excludes services eligible to be covered by Medicaid, Medicare, or other third party funding source (collectively referred to as "Third Party Payment"). ELC shall bill and pursue collection of any and all available Third Party Payments and Client payments for services rendered under this Agreement prior to billing County for any such services.

4.7.1 In the event County pays ELC for a service to a Client who was not eligible for Third Party Payment at the time of billing but later becomes eligible for Third Party Payments ("Third Party Certified"), and ELC receives Third Party Payment for the same unit of service, then ELC shall deduct the amount paid by County ("County Payment") on its next invoice immediately following receipt of such Third Party Payment. If ELC has not submitted an invoice or has submitted a final invoice to County under this Agreement, ELC shall reimburse County in the amount of the County Payment within thirty (30) calendar days of ELC's receipt of the Third Party Payment.

A. ELC shall note in the Client's file the date upon which a Client became Third Party Certified.

B. ELC shall keep accurate and complete records of all Third Party Payments, any fee collected, reimbursement, or compensation of any kind, including in-kind compensation received from any Client, for any service covered by this Agreement, and shall make all such records available to County upon demand.



C. ELC shall report such Third Party Payments by deducting the full amount of such Third Party Payment from ELC's invoices within thirty (30) calendar days of ELC's receipt of the Third Party Payment.

4.8 **EQUIPMENT PURCHASES:** All equipment purchased pursuant to this Agreement shall be reported to County on the invoice, with documentation attached to the invoice (or as otherwise approved in advance and in writing by the Contract Administrator), listing in detail the kind and type, serial number, cost, and any other data the Contract Administrator or Contract Manager so designates. No equipment shall be disposed of without the HSD Director's or Deputy Director's prior written approval. In the event of the filing(s) of bankruptcy or dissolution, voluntary or involuntary, insolvency of ELC, or the expiration or earlier termination of this Agreement, with or without cause, the title and ownership of all existing property acquired with funds from this Agreement shall immediately and automatically be vested in County in the name of "Broward County" as Grantor. Any existing property vesting in County shall be delivered to the Contract Administrator by ELC at the place designated in a written request by the Contract Administrator within ten (10) calendar days from the written request. It is ELC's sole responsibility to immediately notify the Contract Administrator in writing of the filing(s) of bankruptcy or dissolution, voluntary or involuntary, or the insolvency of ELC.

4.9 All payments shall be made solely in the name of ELC as the official payee. The name, address, and telephone number of the official payee to whom payment shall be made for ELC is specified in Exhibit A, "Agreement Specifications." ELC may change any of the information provided under this section by providing written notice of such change to the Contract Administrator using the notice procedure under the "NOTICES" section of this Agreement. It is ELC's sole responsibility to advise the Contract Administrator in writing of changes in name, address, telephone number, or administrative locations within ten (10) calendar days of such change.

4.10 As a condition of funding under this Agreement, ELC acknowledges County's objective is to ensure provision of continuous services to its residents throughout the term of the Agreement. If ELC exhausts County's funds under this Agreement prior to the end of any term of this Agreement, ELC is obligated to provide the same level of service(s) to Client(s) as prescribed in Exhibits D-1 and D-2 until the end of the term without additional County funds.

## **ARTICLE 5. PARTICIPATION IN HUMAN SERVICES SOFTWARE SYSTEM (HSSS)**

ELC shall comply with the HSSS requirements outlined in the Provider Handbook, incorporated herein and made a part hereof.

## **ARTICLE 6. MONITORING, RECORDS, REPORTS, AND OTHER REQUIREMENTS**

ELC shall comply with the Monitoring, Records, and Reporting requirements outlined in the Provider Handbook.

## **ARTICLE 7. TERMINATION**

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) calendar days after receipt of written notice from the aggrieved party identifying the breach. Termination for cause by County shall be by action of the Board with written notice provided to ELC by the HSD Director or Deputy Director, which termination date shall be the date stated in the written notice but not less than thirty (30) days after the date of such written notice. Termination for cause by ELC shall be effective not less than thirty (30) days after notice of termination is received by



County. This Agreement may also be terminated for convenience by the Board. The HSD Director or Deputy Director may also terminate this Agreement for convenience when ELC closes its business operations or otherwise ceases to exist and the HSD Director or Deputy Director determine that immediate action is required by County. Termination for convenience by the Board or by the HSD Director or Deputy Director shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, ELC's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if ELC is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if ELC provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice through the Contract Administrator that shall be promptly confirmed in writing by the HSD Director or Deputy Director in accordance with the "NOTICES" section of this Agreement.

7.4 In the event this Agreement is terminated for convenience by County, ELC shall be paid for any services performed under the Agreement through the termination date specified in the written notice of termination. ELC acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by ELC, as specific consideration to ELC, for County's right to terminate this Agreement for convenience.

7.5 In the event this Agreement is terminated for any reason or upon its expiration, whichever is earlier, any amounts due ELC may be withheld by County until all documents are provided to County, if requested by the Contract Administrator, pursuant to the "RIGHTS IN DOCUMENTS AND WORK" provision of this Agreement.

7.6 This Agreement may also be terminated in accordance with the "EEO AND CBE COMPLIANCE" section of this Agreement using the "NOTICES" procedures herein.

7.7 TRANSITION PLAN: Prior to termination of this Agreement in its normal course, or upon earlier termination for any reason whatsoever, ELC shall cooperate fully with County, and any third party designated by County, to develop a Transition Plan to provide for the transition of the services provided hereunder. The Transition Plan shall at a minimum, provide for the orderly and reasonable transfer of services in a manner which causes minimal disruption to the continuity of services.



## **ARTICLE 8. SUBCONTRACTING**

8.1 ELC engages in subcontracting if ELC engages via formal agreement or any other mechanism, a third party, including, but not limited to, individuals, partnerships, corporations, or any other type of entity, to perform the services, in whole or in part, required by this Agreement. Services provided by third parties, other than ELC's own employees, officers, and volunteers, will be deemed subcontracted.

8.2 ELC may not subcontract services as defined in Section 8.1 or enter into an Employee Leasing agreement without the prior written approval of the Contract Administrator or as authorized in Exhibit D-1.

8.3 The Contract Administrator's written approval referenced in this Article shall be limited to ELC's approval to enter a sub-contractual relationship with a third party and shall not be deemed an approval of any subcontracting document(s) between ELC and its subcontractor(s).

8.4 Services provided by ELC's subcontractors shall be subject to supervision by ELC or subcontractor. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, and other similar administrative procedures applicable to services rendered under this Agreement shall be the responsibility of ELC or its subcontractor.

8.5 The delivery of services through subcontractors shall not in any way relieve ELC of full responsibility for all requirements, provisions, and terms of this Agreement.

8.6 ELC shall, by written contract, require all subcontractors to conform to the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines, and standards. ELC shall likewise require its subcontractors to agree to the requirements and obligations of this article.

8.7 ELC shall pay its subcontractors, and any suppliers of materials for the provision of the services required pursuant to this Agreement, prior to submitting an invoice requesting payment from County for such subcontracted work or supplies unless ELC documents any dispute on Exhibit C, "Certification of Payments to Subcontractors and Suppliers," and submits such exhibit to County, accompanied by a copy of the notification sent to each subcontractor or supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

ELC acknowledges that nonpayment of a subcontractor or supplier as required herein shall be a material breach of this Agreement and that County may, at its option and in accordance with Article 4 of this Agreement, suspend payments until ELC demonstrates timely payment of sums due to such subcontractors or suppliers. ELC acknowledges that the presence of a "pay when paid" provision in a subcontract shall not preclude County's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when ELC demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier; however, County shall not pay ELC for any amounts that have not yet been paid by ELC to its subcontractors or suppliers.

8.8 ELC shall reimburse County for all funds not used in compliance with this Agreement by ELC and its subcontractors.

## **ARTICLE 9. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS**

9.1 FINANCIAL STATEMENTS. ELC shall provide to the Repository, and shall provide a copy to the Contract Manager, annual financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year County funds are received and



for each subsequent fiscal year until such time as all of the County funds are expended and any management letter(s) thereby generated.

Said annual financial statement shall account for all monies received from County via explicit, discrete disclosures and accompanying notes to the financial statements.

Said financial statements for this Agreement shall be submitted to the Repository, and a copy shall be simultaneously provided to the Contract Manager, within one hundred twenty (120) days after the close of each of ELC's fiscal years in which ELC accounts for funds under this Agreement.

Late submission of the financial statements or absence of discrete disclosure shall entitle County to recover any payment made under this Agreement.

ELC acknowledges submission of audited financial statements to any other Broward County office, agency, or division does not constitute compliance with the requirement to submit that material to the Repository for this Agreement.

**9.2 MANAGEMENT LETTERS.** ELC shall provide the Repository, and shall simultaneously provide a copy to the Contract Manager, any and all management letters arising from audited financial statements within one hundred twenty (120) days after the end of ELC's fiscal year.

ELC shall provide to the Repository, and a copy to the Contract Manager, the schedule of correction developed in response to said management letter(s) within thirty (30) days of its development.

ELC shall provide to the Repository, and shall provide a copy to the Contract Manager, any compliance audits required by law within ninety (90) days after the close of each of ELC's fiscal years in which ELC accounts for funds under this Agreement.

#### **ARTICLE 10. EEO AND CBE COMPLIANCE**

**10.1** No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. ELC shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by ELC to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

ELC shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

ELC shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½. ELC shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, ELC shall take affirmative steps to prevent discrimination in employment against disabled persons.



By execution of this Agreement, ELC represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from ELC all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

10.2 Although no CBE goal has been set for this Agreement, County encourages ELC to give full consideration to the use of CBE firms to perform work under this Agreement.

#### **ARTICLE 11 GOVERNMENTAL IMMUNITY**

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Second Party is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

#### **ARTICLE 12. DESIGNATED REPRESENTATIVES AND EMPOWERMENT**

12.1 County's representative is the HSD Director, Deputy Director, or the Division Director of the division administering this Agreement. The title of ELC's representative responsible for the administration of the program under this Agreement is specified in Exhibit A, "Agreement Specifications."

12.2 The empowered signators of invoices under this Agreement for ELC are those individuals referenced in Exhibit B-1, "Authorized Invoice Signators." Changes in the empowered signators on Exhibit B-1 shall be communicated to County as directed in the "NOTICES" section of this Agreement.

12.3 The empowered signator of this Agreement for ELC is identified in Exhibit B-2, "Certification of Empowerment." Changes in the empowered signator on Exhibit B-2 shall be communicated to County as directed in Article 4 and in the "NOTICES" section of this Agreement.

#### **ARTICLE 13. INSURANCE**

ELC shall maintain insurance coverage as required in the Insurance section of the Provider Handbook or as specified in Exhibit A, "Agreement Specifications."

#### **ARTICLE 14. REPRESENTATIONS AND ACKNOWLEDGMENTS**

14.1 ELC represents and certifies to County that, upon its execution of this Agreement and continuing throughout the term of the Agreement, as may be extended, the following representations are

and shall remain true and correct. In the event that any of the following representations becomes untrue at any time, ELC shall immediately provide written notice to the Contract Administrator:

- A. There have been no irregularities involving its management or employees that could have a material effect on ELC's operations or financial stability.
- B. ELC has committed no violations or possible violations of laws or regulations, the effects of which should be considered by County prior to entering into this Agreement.
- C. All material information pertaining to the financial position of ELC has been disclosed in its records and provided to County.



D. All related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to the financial position of ELC have been properly recorded in its records and disclosed to County.

E. ELC maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where ELC is operating a facility or providing a service where any type of licensure is required, including, but not limited to, under federal, state, county, or other local law.

F. When applicable, ELC will ensure compliance with the provision(s) of Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. ELC shall maintain these screening requirements and records of same for volunteers and employees based on the population served.

G. E-VERIFY: As applicable, if ELC is a recipient, directly or indirectly, of State of Florida funds under this Agreement, ELC shall enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

1. Verifying the employment eligibility of all persons employed during the Agreement Term by ELC to perform the work under this Agreement.
2. Enrolling in the E-Verify Program within thirty (30) days of the effective date of this Agreement by obtaining a copy of the "Edit Company Profile" page and making such record available to Broward County within seven (7) days of request from County.
3. Requiring all persons, including subcontractors, assigned by ELC to perform work under this Agreement to enroll and participate in the E-Verify Program within ninety (90) days after the effective date of this Agreement or within ninety (90) days after the effective date of the Agreement between ELC and the subcontractor, whichever is later. ELC shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to County within seven (7) calendar days from County's request.
4. Displaying the notices supplied by the U.S. Department of Homeland Security ("DHS") in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
5. Initiating E-Verify verification procedures for new employees within three (3) business days after the actual work start date of each new hire and thereafter responding appropriately to any additional requests from DHS or Social Security Administration ("SSA").
6. Maintaining records of its participation and compliance with the provisions of the E-Verify Program and making such records available to County within seven (7) days of County's request.

H. ELC acknowledges receipt of the Provider Handbook and understands that each document contained therein is made a part of this Agreement. ELC also acknowledges that County may update or revise documents within the Provider Handbook and provide notification of the same to ELC. ELC may terminate this Agreement within thirty (30) calendar days after notice of such update(s) or revision(s) if the Parties mutually agree that the update(s) or revision(s) substantially impact(s) ELC's ability to perform as contracted. Otherwise, ELC acknowledges it shall be bound by the requirements outlined in the Provider Handbook, as amended by County from time to time.



I. ELC represents to County for its reliance thereupon that it has established and implemented policies and procedures that ensure compliance with the security standards specified in the sections titled "Human Services Software System Participation" and "Monitoring, Records, Reports, and Other Requirements" provided in the Provider Handbook and all applicable state and federal statutes and regulations for the protection of confidential Client records and electronic exchange of confidential information.

J. All representations and information provided by ELC to County in the course of competing for and developing this Agreement are true and correct, and there have been no material omissions.

14.2 ELC acknowledges that:

A. Verification of liability protection, and the Authorized Invoice Signators as shown in Exhibit B-1, shall accompany this Agreement upon execution of this Agreement by ELC.

B. Information, guidance, and technical assistance offered by the Contract Administrator, or any other County staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by County and should not be relied upon as a basis for doing business, delivering service, expending financial resources, or expectation of receipt of payment.

C. County has relied on all representations and information provided to County by ELC in the course of ELC competing for and developing this Agreement.

#### ARTICLE 15. MISCELLANEOUS

15.1 RIGHTS IN DOCUMENTS AND WORK. Any and all reports, photographs, surveys, and other data and documents, with the exception of Client records, provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, ELC grants to County a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement pursuant to the terms of Article 7, any reports, photographs, surveys, and other data and documents other than Client records prepared by ELC, whether finished or unfinished, shall become the property of County and shall be delivered by ELC to the Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to ELC shall be withheld until all documents are received as provided herein. ELC shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

After the five (5) year retention period or any longer retention period as stated in Section 15.3 below, ELC shall notify the Contract Administrator that the retention period has expired and shall provide at least ten (10) calendar days for County to obtain the records if County desires to retain the records for a longer period of time; such notice shall be made in writing pursuant to the "NOTICES" section of this Agreement. The provisions of this section shall survive the expiration or termination of the Agreement.

15.2 Public Records. To the extent ELC is acting on behalf of County as stated in Section 119.0701, Florida Statutes, ELC shall:

a. Keep and maintain public records required by County to perform the services under this Agreement;

b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;



c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion or termination of the Agreement if the records are not transferred to the County; and

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

The failure of ELC to comply with the provisions of this section shall constitute a material breach of this Agreement entitling the County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to the County, who will be responsible for responding to any such public records requests. ELC will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that ELC contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, ELC must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by ELC as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by ELC. ELC shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

**IF THE ELC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ELC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8647, MWELLS@broward.org, 115 S. ANDREWS AVE., SUITE A360, FORT LAUDERDALE, FLORIDA 33301.**

15.3 AUDIT RIGHTS AND RETENTION OF RECORDS. County shall have the right to audit the books, records, and accounts of ELC and its subcontractors that are related to this Agreement. Such rights include, but are not limited to, examination of books, records, and accounts supporting the cost per



unit of service, as well as any such records of funds received from other sources for the same or similar services as performed under this Agreement. ELC and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of ELC and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, ELC or its subcontractor, as applicable, shall make same available at no cost to County in written form.

ELC and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at ELC's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. ELC acknowledges that in the event County determines that funds are due back to County, the HSD Director or Deputy Director may in his or her sole and absolute discretion require ELC to pay up to one percent (1%) interest annually on those funds, which interest shall be calculated from the date County incorrectly paid ELC. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by ELC in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by ELC in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to ELC.

ELC shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

15.4 TRUTH-IN-NEGOTIATION CERTIFICATE. ELC's compensation under this Agreement is based upon representations supplied to County by ELC, and ELC certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

15.5 INDEPENDENT CONTRACTOR. ELC is an independent contractor under this Agreement. Services provided by ELC pursuant to this Agreement shall be subject to the supervision of ELC. In providing such services, neither ELC nor its agents shall act as officers, employees, or agents of County. ELC shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

15.6 PUBLIC ENTITY CRIME ACT. ELC represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, ELC further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime"



regardless of the amount of money involved or whether ELC has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to ELC under this Agreement.

15.7 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, ELC AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.8 AMENDMENTS. Except as otherwise authorized herein, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by County and ELC or others delegated authority to or otherwise authorized to execute same on their behalf; provided, however that the HSD Director or Deputy Director, may authorize amendments to the Scope of Services and related exhibits, that neither increase nor decrease the funding authorized herein. However, the HSD Director or Deputy Director may make adjustments pursuant to Article 4 and Section 15.24 herein. Additionally, the Contract Administrator may administratively revise or update the Provider Handbook documents from time to time as provided in this Agreement.

15.9 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.10 COMPLIANCE WITH LAWS. ELC shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.11 SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.



15.12 PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

15.13 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, ELC shall not subcontract any portion of the work required by this Agreement, except as provided in Exhibit D-1, "Scope of Services." Notwithstanding the Termination provision of this Agreement, County may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by ELC of this Agreement or any right or interest herein without County's written consent.

ELC represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

ELC shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of ELC's performance and all interim and final product(s) provided to or on behalf of County shall be comparable to the best local and national standards.

15.14 CONFLICTS. Neither ELC nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with ELC's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of ELC's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or ELC is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude ELC or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event ELC is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, ELC shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as ELC.

15.15 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

15.16 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referenced herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 15 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 15 shall prevail and be given effect.

15.17 THIRD PARTY BENEFICIARIES. Neither ELC nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.



15.18 NOTICES. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed herein and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section. The Parties designated persons and respective places for giving of notice are set forth in Exhibit A, "Agreement Specifications."

15.19 DRUG-FREE WORKPLACE. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by ELC shall serve as ELC's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace program for the full term of this Agreement. ELC shall submit one (1) copy of its Drug-Free Workplace Policy to the Contract Manager prior to or with the signed Agreement.

15.20 CERTIFICATION RELATING TO FEDERAL LOBBYING. No federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned ELC, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with 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 federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to this Agreement between County and ELC, the undersigned ELC shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

15.21 CERTIFICATION RELATING TO NO SMOKING AND CHILDREN'S SERVICES. The Pro-Children Act of 1994, 20 U.S.C. § 6081 *et seq.* ("Act"), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. Such Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. Such Act does not apply to children's services provided in private residence, portion of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where Women, Infants and Children ("WIC") coupons are redeemed. Failure of ELC to comply with the provisions of the Act may result in the imposition of a civil monetary penalty (in the amount provided by the Act) for each violation and imposition of an administrative compliance order pursuant to such Act on the responsible entity, such as ELC. By signing this Agreement, the undersigned ELC certifies that ELC will comply with the requirement of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

15.22 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they



appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

The Parties understand and accept the need for consistent interpretation of provider-related agreements funded by County. If the Contract Administrator identifies a programmatic contractual issue that requires interpretation, the Contract Administrator will issue such interpretations, in writing, to all program providers. If ELC identifies a programmatic contract provision that requires interpretation in order for ELC to understand its obligations, ELC will submit, in writing, a request for interpretation, with specificity to the Contract Administrator. The Contract Administrator will provide a written response to ELC within a reasonable time after any request by ELC for an interpretation. The Contract Administrator's programmatic interpretations shall be deemed conclusive and final.

**15.23 PUBLICITY.** ELC acknowledges that all advertisements, press releases, or any other type of publicity or promotional activities ("Promotional Materials") undertaken by ELC concerning the services funded by this Agreement shall include the following statement: "The services provided by Early Learning Coalition of Broward County, Inc. is a collaborative effort between Broward County and Early Learning Coalition of Broward County, Inc. with funding provided by the Board of County Commissioners of Broward County, Florida under an Agreement."

ELC shall use the name "Broward County" and the official Broward County logo in all Promotional Materials of ELC related to the services funded by this Agreement. Requests for the official electronic version of the Broward logo shall be made to the Broward County Public Communications Office, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301 or [publicinfo@broward.org](mailto:publicinfo@broward.org).

**15.24 EMERGENCY CONDITIONS.** Except where otherwise provided by law or where ELC is otherwise directed by appropriate authority, ELC shall provide any supportive or recovery related service as requested by County during and after Emergency Conditions. These services include, but are not limited to, distribution of food, water, and ice, and providing case management services to Disaster Evacuees at an emergency shelter or other location(s) in Broward County as determined by County, through its Contract Administrator. Emergency Conditions are defined as any natural, technological, or terrorism related disaster or emergency for which assistance is requested from Emergency Support Function ("ESF") #6/Human Services Branch by the Broward Emergency Division, which commences upon a State of Emergency being declared by federal, state, or local government. Individuals who have been displaced or affected by the Emergency Condition are referred to as "Disaster Evacuees."

In the event of an Emergency Condition, the HSD Director or Deputy Director has the authority during and after Emergency Conditions, in his or her sole discretion, to (a) make adjustments to the maximum funding, including increases, under this Agreement; (b) make adjustments to the maximum funding allocated to any particular service category funded under this Agreement; (c) modify, add, or delete services under the Scope of Services and Exhibit D-1; (d) modify payment schedules throughout any term of this Agreement; (e) exercise an Option Period, and (f) extend the term of Agreement.

**15.25 DISCHARGE PLANNING.** If ELC is a hospital district, mental health service provider, or law enforcement agency, or in the event ELC provides services such as hospital, jail, or mental health treatment beds, then ELC shall participate with County in the development of local discharge planning policies that ensure persons are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs.

**15.26 RENEGOTIATION.** The Parties agree to renegotiate this Agreement if revisions of any applicable law, regulation, or increase or decrease in allocations make changes in this Agreement necessary.



15.27 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth herein is acknowledged by the Parties. The attached exhibits A through F, as well as the Provider Handbook and other documents referenced herein, are incorporated and made a part of this Agreement.

ELC shall abide by all of the covenants and representations contained in the Request for Proposals, Request for Letters of Interest, or Request for Applications (collectively, "Request") submitted by ELC upon which County relied and upon which this Agreement is based, and ELC acknowledges that such covenants and representations in the Request shall form, become a part of, and be incorporated by reference into this Agreement. If the Request or any portion thereof conflicts with this Agreement, this Agreement shall control and govern the interpretation of any conditions and terms.

15.28 REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

15.29 PAYABLE INTEREST.

15.29.1 Payment of Interest. County shall not be liable to pay any interest to ELC for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof ELC waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

15.29.2 Rate of Interest. If, for whatever reason, the preceding section is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

15.30 HIPAA COMPLIANCE. It is expressly understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. §160, 162, and 164 and related regulations. In the event ELC is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), ELC shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA. Where required, ELC shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of ELC's and County's uses of Clients' PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf. ELC shall ensure that the requirements of this Article are included in all agreements with its subcontractors.

15.31 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

15.32 CONTINGENCY FEE. ELC represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for ELC, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to ELC. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due ELC under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

15.33 USE OF COUNTY LOGO. ELC shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.


[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on December 12, 2017, and Early Learning Coalition of Broward County, Inc., signing by and through its Chairman, duly authorized to execute same.

County

WITNESSES:

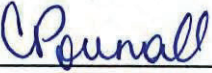
  
\_\_\_\_\_  
Signature


**JODI GARDNER**  
\_\_\_\_\_  
Print/Type Name above

  
\_\_\_\_\_  
Signature

**SUSAN SEFERIAN**  
\_\_\_\_\_  
Print/Type Name above

Insurance requirements  
approved by Broward County  
Risk Management Division

By  12/20/17  
Signature (Date)

 Basic Analyst  
Print Name and Title above

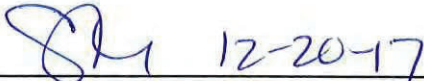
SVT/dmv  
2018 Unit of Service Agreement  
07/26/17  
#17-070

Broward County, through its  
County Administrator

By   
\_\_\_\_\_  
County Administrator

27 day of December, 2017

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By  12-20-17  
Signature (Date)  
Sharon V. Thorsen  
Senior Assistant County Attorney





AGREEMENT BETWEEN BROWARD COUNTY AND EARLY LEARNING COALITION OF BROWARD COUNTY, INC.  
FOR CHILD CARE SERVICES

ELC

Early Learning Coalition of Broward County, Inc.

WITNESS #1:

Irene Ramos

Signature

Irene Ramos

Print/Type Name

WITNESS #2:

[Signature]

Signature

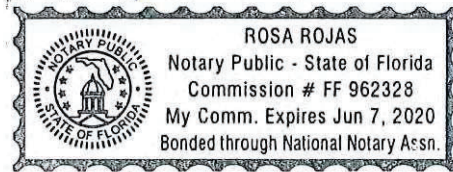
Doreen Moskowitz

Print/Type Name

By: [Signature]  
(Authorized Signature)

Laurie Sallgrub, Chair  
(Print Name and Title of Authorized Signator)

7 day of December, 2017



(seal or notary)

[Signature]  
12/7/17



## EXHIBIT A – AGREEMENT SPECIFICATIONS

Agreement #: 18-CP-CSA-ELC-01

- I. Administering Division: Community Partnerships
- II. Beginning and Ending Dates:
- A. Initial Term: Commencing Retroactively on October 1, 2017 and ending on September 30, 2018
  - B. Option Period 1: If exercised, commences on October 1, 2018 and ends on September 30, 2019
  - C. Option Period 2: If exercised, commences on October 1, 2019 and ends on September 30, 2020
  - D. Option Period 3: If exercised, commences on October 1, 2020 and ends on September 30, 2021
  - E. Option Period 4: If exercised, commences on October 1, 2021 and ends on September 30, 2022
- III. Maximum Funding Amounts
- A. Initial Term: \$ 2,342,795.00
  - B. Option Period 1: \$ 2,342,795.00
  - C. Option Period 2: \$ 2,342,795.00
  - D. Option Period 3: \$ 2,342,795.00
  - E. Option Period 4: \$ 2,342,795.00
  - F. Extension: Equal to a pro rata amount of the then existing annual funding amount.
- IV. ELC's Representative: Chief Executive Officer
- V. Official Payee: Early Learning Coalition of Broward County, Inc.  
6301 NW 5<sup>th</sup> Way, Suite 3400  
Fort Lauderdale, FL 33309  
Phone: 954/377-2190 Email: [cklima@elcbroward.org](mailto:cklima@elcbroward.org)
- VI. Official Notification Designations:
- A. For County: Director, Community Partnerships Division  
115 South Andrews Avenue, Room A370  
Fort Lauderdale, Florida 33301
  - B. For ELC: Chief Administrative Officer, Early Learning Coalition of Broward County, Inc.  
6301 NW 5<sup>th</sup> Way, Suite 3400  
Fort Lauderdale, FL 33309  
Phone: 954/377-2190 Email: [cklima@elcbroward.org](mailto:cklima@elcbroward.org)
- VII. Client Co-pay: ☐ Required ☒ Not required
- VIII. Match: ☐ Required ☒ Not required because County funds generate State level match.
- IX. Required Insurance Coverage (nongovernmental entities only):
- A. Commercial or General Liability: ☒ Required ☐ Waived
  - B. Business Automobile Liability: ☒ Required ☐ Waived
  - C. Professional Liability: ☒ Required ☐ Waived
  - D. Workers' Compensation & Employer's Liability: ☒ Required ☐ Waived
  - E. Other: enter type ☐ Required
- X. RFP/RLI/RFA Date: N/A Published Title: N/A
- 18-CP-CSA-ELC-01-Unit of Service Agreement



**EXHIBIT B-1 – AUTHORIZED INVOICE SIGNATORS**

Agreement #: 18-CP-CSA-ELC-01

The following individuals are authorized to sign monthly invoices and certification statements on behalf of Early Learning Coalition of Broward County, Inc., hereinafter known as "ELC," as required by this Agreement between County and ELC:

Christine Klima, CAO and  
(Name and Title Typewritten)  
Renee Jaffe, CEO  
(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above pursuant to *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):*

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

Appearing below are samples of the authorized signatures.

Christine Klima 12/7/17 Renee Jaffe 12/7/17  
(Authorized Signature) (Date) (Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

Witness Signature:

Signature Irene Ramos

Name Irene Ramos

Witness Signature

Signature Shoreen Moskowitz

Name Shoreen Moskowitz



(Print or Type)  
Date 12.7.17

(Print or Type)  
Date December 7, 2017



EXHIBIT B-2 – CERTIFICATION OF EMPOWERMENT

Agreement #: 18-CP-CSA-ELC-01

Laurie Salluzzo, Chair

(Name and Title Typewritten)

is duly authorized to sign this Agreement on behalf of Early Learning Coalition of Broward County, Inc., hereinafter known as "ELC," and any amendments hereto between County and ELC. The signature of the above-named person in this Agreement on behalf of ELC binds ELC to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above pursuant to *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):*

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

Appearing below is a sample of the authorized signature.

Laurie Salluzzo  
(Authorized Signature)

December 7, 2017  
(Date)

Witness Signature:

Signature Irene Ramos

Name Irene Ramos  
(Print or Type)

Date 12-7-17

Witness Signature

Signature [Signature]

Name Foreen Moskowitz  
(Print or Type)

Date December 7, 2017



## EXHIBIT C – CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Agreement #: 18-CP-CSA-ELC-01

The undersigned hereby swears under penalty of perjury that:

1. ELC has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Article 4, "FUNDING AND METHOD OF PAYMENT," of this Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor's or supplier's name and address	Date of disputed invoice	Amount in dispute

The undersigned is authorized to execute this Certification on behalf of ELC.

Dated \_\_\_\_\_, 20\_\_

ELC:

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)

STATE OF            )  
                              ) SS  
COUNTY OF        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment; printed/typed/stamped)

My commission expires:

## EXHIBIT D-1 – SCOPE OF SERVICES

Agreement #: 18-CP-CSA-ELC-01  
Provider: ELC  
Program: Subsidized Child Care  
Program #: 1

### I. Scope of Services:

- A. Program description: ELC shall provide Subsidized Child Care services for low-income families in Broward County who meet eligibility criteria. ELC shall process all applications and manage all Childcare slots. ELC shall manage payments to public and private child care centers or private family child care homes that are Licensed Child Care Providers, centers with substantial compliance status, and centers who are license exempt (CCPs) according to Chapter 7 of the Broward County Administrative Code.
- B. Target population: Clients (birth to age 6) living in Broward County whose household income is at or below 150% of the Federal Poverty Level at intake ("Clients").
  - 1. Eligibility criteria: For purposes of this Agreement, Parents or guardians must meet the following eligibility criteria: Parents or guardians must be employed or engaged in an eligible educational activity as defined by ELC for a minimum of 20 hours per week and comply with other applicable ELC requirements. For entry into the school readiness program, the family's income, must be at or below 150 percent of the Federal Poverty Level (FPL) or 85 percent of the State Median Income (SMI), whichever is less, for the economically disadvantaged category and 200 percent of the FPL or 85 percent of the SMI, whichever is less, for the Child Care Executive Partnership (CCEP) category. The family's income must remain at or below 85 percent of the State Median Income (SMI) in order to maintain program eligibility.
  - 2. Documentation of eligibility: Household income must be documented according to ELC guidelines. ELC shall notify the family in writing, if a Client is found to be ineligible.
- C. A minimum of 1,020 unduplicated Clients shall be provided services under this Agreement annually.
- D. Standards and Other Requirements: ELC shall adhere to the standards and other requirements below and as set forth in the Contract Adjustment(s) and Provider Handbook.
  - 1. Standards:
    - a. ELC shall adhere to the standards and other requirements set forth in the Work Authorization(s) and Provider Handbook.
    - b. ELC shall address the needs of Clients who are English, Spanish, and Creole-speaking by providing access to multilingual intakes.
    - c. ELC shall use the Data Source listed in Exhibit D-2, "Outcomes" or another tool as approved by the Contract Manager. ELC must request any changes in writing and receive County approval prior to use for outcome measurement.
    - d. Reimbursement During Emergency Closures, Rule 6M-4.501, Florida Administrative Code:
      - (1) ELC shall maintain a Continuation of Operations Plan (C.O.O.P.) to be used in the event of emergency closings due to catastrophic events. Providers shall be reimbursed at the



rate normally received during non-emergency hours when a coalition activates its Continuation of Operations Plan (C.O.O.P.).

- (2) ELC may consider reimbursement, in accordance with Federal and State law, for circumstances of temporary closure for individual providers when closure is beyond the control of the provider or the closure is caused by emergency circumstances, including but not limited to the declaration of a state of emergency by federal, state, or local officials, or the closure of public schools in the area in which the provider is located. In no circumstances may a coalition reimburse in excess of the pre-existing approved hours for an individual child during the temporary closure.

2. Other Requirements:

- a. ELC shall register staff to receive alerts regarding revisions to the Provider Handbook and related documents through AccessBROWARD <https://access.broward.org/About.aspx>).
- b. ELC shall manage and supervise the network of CCPs including but not limited to reviewing service utilization, fiscal management, and determination/documentation of the Client's eligibility prior to enrollment. All applications for financially-assisted child care vouchers from eligible Clients shall be processed as funding permits. ELC shall monitor CCPs for compliance with administrative elements.
- c. ELC shall maintain daily attendance records.
- d. ELC shall honor parental choice regarding service location when possible.
- e. ELC's contribution to the Florida Child Care Executive Partnership (CCEP) pool shall be no less than \$1,677,564 which is the amount provided by Broward County to the CCEP pool.
- f. ELC shall review the School Readiness Waiting List for Subsidized Child Care Services, which is defined as the list of children whose families are deemed preliminarily eligible for financial assistance for child care services in the county and are waiting for said care. A separate Waiting List shall be maintained for Children with Special Needs, if necessary.
- g. ELC shall not assess parents/guardians a County co-pay; however, ELC shall assess parents/guardians a co-payment using the School Readiness (SR) co-payment system.
- h. ELC shall authorize reimbursement for no more than three (3) absences per calendar month per child, except in the event of extraordinary circumstances in which case the Child Care Providers (CCPs) shall provide written documentation provided by the parent justifying the excessive absence for up to an additional seven (7) days. Extraordinary circumstances do not include vacation or recreational time.
- i. ELC shall reimburse providers of full and part-time care for up to twelve (12) recognized holidays per year as authorized in the Statewide School Readiness Provider Contract and required in Rule 6M-4.500, Florida Administrative Code regarding Child Attendance and Provider Reimbursements.
- j. Initial eligibility determinations for Economically Disadvantaged, Special Needs, and Child Care Executive Partnership children will be authorized for 12-months of child care funding.

available as needed. ELC shall provide any revisions to the days and times of services in writing to the Contracts Grants Administrator in writing in advance of said changes.

The ELC administrative offices are located at 6301 NW 5th Way, Fort Lauderdale, Florida shall be open Monday through Friday 8:30 a.m. - 5:00 p.m., excluding County holidays.

ELC shall provide County-wide coverage and enroll Clients at their office and at the following community locations, including but not limited to: ChildNet, Broward Sheriff's Office/Child Protective Services, CareerSource, and Broward Health. Other community locations may also be used to accommodate Client and parent/guardian need.

H. Commission Districts: At the date of execution of this Agreement, the ELC's service hub(s) are located in the following Commission District(s): 9

II. Maximum Number of Units to be Purchased/Maximum Dollar Amount:

A. Units for Initial Term of Agreement:

- |                             |     |
|-----------------------------|-----|
| 1. Child Care Subsidies     | N/A |
| 2. Program Support Services | 12  |

Units for Option Period 1, if exercised:

- |                             |     |
|-----------------------------|-----|
| 1. Child Care Subsidies     | N/A |
| 2. Program Support Services | 12  |

Units for Option Period 2, if exercised:

- |                             |     |
|-----------------------------|-----|
| 1. Child Care Subsidies     | N/A |
| 2. Program Support Services | 12  |

Units for Option Period 3, if exercised:

- |                             |     |
|-----------------------------|-----|
| 1. Child Care Subsidies     | N/A |
| 2. Program Support Services | 12  |

Units for Option Period 4, if exercised:

- |                             |     |
|-----------------------------|-----|
| 1. Child Care Subsidies     | N/A |
| 2. Program Support Services | 12  |

Units per Extension, if exercised: Shall be equal to a pro rata number of units of the then current annual units per service.

- |   |                 |
|---|-----------------|
| B. \$ Amount for Initial Term of Agreement: | \$ 1,677,564.00 |
| 1. Child Care Subsidies                     | \$ 1,467,869.00 |
| 2. Program Support Services                 | \$ 209,695.00   |

\$ Amount for Option Period 1, if exercised: \$ 1,677,564.00



- |                             |                 |
|-----------------------------|-----------------|
| 1. Child Care Subsidies     | \$ 1,467,869.00 |
| 2. Program Support Services | \$ 209,695.00   |

\$ Amount for Option Period 2, if exercised: \$ 1,677,564.00

- |                             |                 |
|-----------------------------|-----------------|
| 1. Child Care Subsidies     | \$ 1,467,869.00 |
| 2. Program Support Services | \$ 209,695.00   |

\$ Amount for Option Period 3, if exercised: \$ 1,677,564.00

- |                             |                 |
|-----------------------------|-----------------|
| 1. Child Care Subsidies     | \$ 1,467,869.00 |
| 2. Program Support Services | \$ 209,695.00   |

\$ Amount for Option Period 4, if exercised: \$ 1,677,564.00

- |                             |                 |
|-----------------------------|-----------------|
| 1. Child Care Subsidies     | \$ 1,467,869.00 |
| 2. Program Support Services | \$ 209,695.00   |

\$ Amount per Extension, if exercised: Shall be equal to a pro rata amount of the then current annual funding amount.

Outcomes/Indicators: Outcomes and indicators are attached as Exhibit D-2.

Agreement #: 18-CP-CSA-ELC-01  
Provider: ELC  
Program: Child Care for Children with Special Needs  
Program #: 2

I. Scope of Services:

- A. Program description: For purposes of this Agreement, ELC shall provide Subsidized Child Care services for low-income families in Broward County who meet eligibility criteria. ELC processes all applications, and manages the Childcare slots., ELC also manages payments to public and private child care centers or private family child care homes that are Licensed Child Care Providers, centers with Substantial Compliance status, and centers who are centers who are license exempt (CCPs) according to Chapter 7 of the Broward County Administrative Code.
- B. Target population: Children with Special Needs (birth to age 6) residing in Broward County whose household income is at or below 150% of the Federal Poverty level at intake, who are ineligible to attend school, and have a current Individual Education Plan (IEP) or Individual Family Support Plan (IFSP). These children would otherwise be on the waiting list for placement in the School Readiness Program (SR) as children with Special Needs.
  - 1. Eligibility criteria: Parents or guardians must be employed or engaged in an eligible educational activity as defined by ELC for a minimum of 20 hours per week and comply with other applicable ELC requirements. For entry into the school readiness program, the family's income, must be at or below 150 percent of the Federal Poverty Level (FPL) or 85 percent of the State Median Income (SMI), whichever is less, for the economically disadvantaged category and 200 percent of the FPL or 85 percent of the SMI, whichever is less, for the Child Care Executive Partnership (CCEP) category. The family's income must remain at or below 85 percent of the State Median Income (SMI) in order to maintain program eligibility.
  - 2. Documentation of eligibility: Household income must be documented according to ELC guidelines. ELC shall notify the family in writing, if a Client is found to be ineligible.
- C. A minimum of 139 unduplicated Clients shall be provided services under this Agreement annually.
- D. Standards and Other Requirements: ELC shall follow all Standards identified in Section I.B, "Standards and Other Requirements" identified in Program 1 of the Agreement. In addition, ELC shall establish and maintain a waiting list for children with special needs separate from the waiting list for School Readiness Program services, should funding be insufficient to provide child care services to all eligible Clients with Special Needs
- E. Services to be Provided: ELC shall provide the following services, as further detailed in the "Scope of Services" section or in the Contract Adjustment(s):
  - 1. Child Care Subsidies (NL-3000.1500)
    - a. Cost per Unit of Service: According to the current ELC Payment Rate Schedule and subsequent ELC Payment Rate Schedules approved by the Florida Office of Early Learning (OEL).



- b. Required Staff Credentials/Licensure: All CCPs and their employees must meet State of Florida Child Care Standards as detailed in the Florida Administrative Code, 65C-22.033(2) including training on Special Needs Appropriate Practices or substantial compliance or license exempt as approved by Broward County's Childcare License and Enforcement Division (CCLE).
  - d. Unit Definition: Child Care Subsidies (NL-3000.1500): one day of child care per Client:
    - 1. Full-time is greater than or equal to six (6) hours per day.
    - 2. Part-time is less than six (6) hours per day.
- 2. Program Support Services
  - a. Cost per Unit of Service: 12.5% of the amount billed monthly for Child Care Subsidies
  - b. Required Staff Credentials/Licensure: ELC staff must have the minimum education and experience required to fulfill job requirements as established by the Provider.
  - c. Unit Definition: One month of program support services for oversight and management, including but not limited to, Client eligibility determination and enrollment, slot management and payment, and technical assistance to Child Care Providers (CCPs) and to Clients' parents/guardians. Program Support Services also include general administration, accounting, and human resource functions necessary to coordinate, support and oversee the Child Care services funded by County.
- F. Subcontracting: ☒ None requested/allowed
- G. Location(s), days, and hours of service: ELC shall operate on the same schedule and from the same sites listed in Section 1. G. of the Scope of Services for Program 1, Subsidized Child Care Services.
- H. Commission Districts: At the date of execution of this Agreement, the ELC's service hub(s) are located in the following Commission District(s): number(s): 9
- II. Maximum Number of Units to be Purchased/Maximum Dollar Amount:
  - A. Units for Initial Term of Agreement:
 

1. Child Care Subsidies	N/A
2. Program Support Services	12
  - Units for Option Period 1, if exercised:
 

1. Child Care Subsidies	N/A
2. Program Support Services	12
  - Units for Option Period 2, if exercised:
 

1. Child Care Subsidies	N/A
2. Program Support Services	12
  - Units for Option Period 3, if exercised:
 

1. Child Care Subsidies	N/A
2. Program Support Services	12
  - Units for Option Period 4, if exercised:
 

1. Child Care Subsidies	N/A
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2. Program Support Services 12

Units per Extension, if exercised: Shall be equal to a pro rata number of units of the then current annual units per service.

B. \$ Amount for Initial Term of Agreement:	\$ 665,231.00
1. Child Care Subsidies	\$ 538,328.00
2. Program Support Services	\$ 83,154.00

\$ Amount for Option Period 1, if exercised:	\$ 665,231.00
1. Child Care Subsidies	\$ 538,328.00
2. Program Support Services	\$ 83,154.00

\$ Amount for Option Period 2, if exercised:	\$ 665,231.00
1. Child Care Subsidies	\$ 538,328.00
2. Program Support Services	\$ 83,154.00

\$ Amount for Option Period 3, if exercised:	\$ 665,231.00
1. Child Care Subsidies	\$ 538,328.00
2. Program Support Services	\$ 83,154.00

\$ Amount for Option Period 4, if exercised:	\$665,231.00
1. Child Care Subsidies	\$538,328.00
2. Program Support Services	\$ 83,154.00

\$ Amount per Extension, if exercised: Shall be equal to a pro rata amount of the then current annual funding amount.

III. Outcomes/Indicators: Outcomes and indicators are attached as Exhibit D-2.

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## EXHIBIT D-2 – OUTCOMES

### ELC PROGRAM 1 SUBSIDIZED CHILD CARE 18-CP-CSA-ELC-01

Program Name	Service Name/ Taxonomy	Outcomes	Indicators	Data Source (Where the data used to complete the quarterly report is found, verified, and kept)	Data Collection Method (Who collects data, when, how; special calculation instructions, if needed)
Subsidized Child Care	Child Care Subsidies NL-3000.1500	Parents'/guardians' requests for transfers are completed timely.	95% of Clients' parent/guardian requested transfers to a new CCP are processed within five (5) business days of the completed request.	Completed transfer request Confirmation of enrollment at new CCP Electronic Client File	Documentation of parent/guardian requests and new enrollment to be maintained in Clients' electronic files.
		Eligible Clients receive child care subsidies.	95% of Clients' parents/guardians shall have eligibility accurately determined according to the State of Florida and ELC guidelines.	Electronic Client File  Documentation of current income, employment or eligible educational activity	Provider staff review documentation of eligibility (household income, employment, or eligible educational activity) as per Office of Early Learning (OEL) requirements.
		Eligible Clients continue to receive child care subsidies.	95% of Clients' parents/guardians shall be notified of re-determination requirements at least 30 calendar days in advance of expiration	Documentation of notification located within the Electronic Client File.	The Provider shall maintain a tracking system which generates reminders to Clients' parents/guardians. The Provider shall maintain documentation of notification in the Electronic Client File.

## EXHIBIT D-2 – OUTCOMES

### ELC PROGRAM 2 CHILD CARE FOR CHILDREN WITH SPECIAL NEEDS 18-CP-CSA-ELC-01

Program Name	Service Name/ Taxonomy	Outcomes	Indicators	Data Source (Where the data used to complete the quarterly report is found, verified, and kept)	Data Collection Method (Who collects data, when, how; special calculation instructions, if needed)
Child Care for Children with Special Needs	Child Care Subsidies NL-3000.1500	Parents'/guardian s' requests for transfers are completed timely.	95% of Clients' parent/guardian requested transfers to a new CCP are processed within five (5) business days of the completed request.	Completed transfer request Confirmation of enrollment at new CCP Electronic Client File	Documentation of parent/guardian requests and new enrollment to be maintained in Clients' electronic files.
		Eligible Clients receive child care subsidies.	95% of Clients' parents/guardians shall have eligibility accurately determined according to the State of Florida and ELC guidelines.	Electronic Client File  Documentation of current income, employment or eligible educational activity	Provider staff review documentation of eligibility (household income, employment, or eligible educational activity) as per Office of Early Learning (OEL) requirements.
		Eligible Clients continue to receive child care subsidies.	95% of Clients' parents/guardians shall be notified of re-determination requirements at least 30 calendar days in advance of expiration	Documentation of notification located within the Electronic Client File.	The Provider shall maintain a tracking system which generates reminders to Clients' parents/guardians. The Provider shall maintain documentation of notification in the Electronic Client File.
		Services address individual Client needs.	85% of Clients have a Special Needs Review Checklist completed by their CCP within 30 calendar days of their enrollment.	Client File, including a copy of the IEP or IFSP Broward County Special Needs Review Checklist	IEP or IFSP provided by Clients' parents/guardians or other providers. Child Care Providers (CCPs) complete the Special Needs Review Checklist within 30 days of enrollment and at least annually thereafter confirming awareness of the Client's Special Needs. CCP will describe accommodation(s) if needed.



### EXHIBIT E – REQUIRED REPORTS AND SUBMISSION DATES

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy	Due prior to execution and upon revision by ELC	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
CBE Policy		1 copy
Blank Client Satisfaction Survey		1 copy
Certificate of Insurance/Certification of Coverage		1 copy
Invoice and supporting documentation	15 <sup>th</sup> day of each month (if needed, final reconciled invoice due annually on October 15th) Invoices are Either e-mailed to <a href="mailto:AccountsPayable@broward.org">AccountsPayable@broward.org</a> or mailed to Broward County Commission P.O. Box 14740 Ft. Lauderdale, FL 33302-4740 Attn: Accounts Payable	Original plus 1 copy
Outcomes Report	15th day of each quarter	Original plus 1 copy
Client Demographic Report		Original plus 1 copy
Current Certificate of Insurance	Due prior to expiration; submit to Repository	1 copy
Audited Financial Statement	Due within 120 days after the close of ELC's fiscal year end; submit to Repository and copy to CGA	1 copy
State Financial Assistance Reporting Package (if applicable)		1 copy
Compiled Client Satisfaction Survey Report	July 15 <sup>th</sup> of each year	1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days of receipt	1 copy
Incident Reports	Due within 24 hours	1 copy
Organizational Profile	Due upon request – Send directly to First Call for Help on behalf of The Coordinating Council of Broward	1 copy

**Note: Failure to submit the foregoing reports on or before the due date shall result in the suspension of any payments due by County to ELC.**

**EXHIBIT F – CONTRACT ADJUSTMENT**

Contract Adjustment No. 1

Under Agreement Number 18-CP-CSA-ELC-01

Between Broward County and Early Learning Coalition of Broward County, Inc.,

Change Type: \_\_\_\_\_

1. This Contract Adjustment is issued pursuant to the Agreement dated \_\_\_\_ between Broward County (hereinafter referred to as "County") and Early Learning Coalition of Broward County, Inc., (hereinafter referred to as "ELC") for Agreement Title (hereinafter the "Agreement").
2. This Contract Adjustment authorizes ELC to provide the services detailed in Attachment I to this Contract Adjustment as authorized in the Agreement.
3. Funding and Method of Payment shall be in accordance with the provisions of Article 4 and Exhibit A, "Agreement Specifications," of this Agreement.
4. This Contract Adjustment shall be effective \_\_\_\_\_ (to be inserted).
5. The terms and conditions of the Agreement are hereby incorporated into this Contract Adjustment. Except as expressly set forth herein, nothing contained in this Contract Adjustment shall alter, modify, or change in any way the terms and conditions of the Parties' Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Contract Adjustment No. enter number: Broward County, by and through its Human Services Director or Deputy Director, as authorized pursuant to Article 4 of the Agreement, and ELC, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**County**

**ELC**

Broward County, by and through its  
Human Services Director or Deputy Director

Early Learning Coalition of Broward County, Inc.,

By \_\_\_\_\_

By \_\_\_\_\_

Authorized Signatory

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attached hereto: ATTACHMENT I TO CONTRACT ADJUSTMENT NUMBER \_\_\_\_\_