

Children's Forum, Inc.

Request for Application

Help Me Grow® Florida
FY 2024-2025

Services in the following county:
Broward

Release Date: July 15, 2024

Application Deadline: August 19, 2024, by 5:00 pm

INSTRUCTIONS



Sponsored by the Children's Forum and the State of Florida, Division of Early Learning (DEL)

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Issuance of this application does not commit the Children’s Forum to make an award.

RFA Checklist

There are five (5) documents related to this Request for Application (RFA) you will need to download from the Help Me Grow website:

- Document #1: RFA Instructions – this document
- Document #2: Application Outline
- Document #3: Applicant Information and Qualification Form (fillable pdf)
- Document #4: Budget by OCA (in Excel)
- Document #5: Budget Narrative (in Word)

This document (Document#1) includes:

- Help Me Grow Florida (HMGF) program overview
- Application instructions
- Timeline of Events
- Staffing Requirements
- Explanation of the selection process
- Copy of the HMGF Affiliate contract
- Monthly Report templates
- RFA Evaluation Guidelines and Scoring Rubric

An Application Outline (Document#2) is a separate document designed to help you structure your Application. Applications should be submitted as a Word document or as a searchable and copyable Portable Document Format (PDF) file.

Applications must be submitted by August 19, 2024, by 5:00pm Eastern Time to:

HMGFreports@thechildrensforum.com

Your application packet must contain the following 11 items:

- 1) Applicant Information and Qualification Form – Document#3, a fillable pdf form that includes:
 - Organizational information
 - Minimum Mandatory Qualification questions
 - Authorized Signature
- 2) Budget by OCA table – Document#4 - submit in Excel format
- 3) Budget Narrative – Document#5 - submit in Word or as PDF file

The remainder of the Application, as outlined in Document#2, should be submitted as a **Word document** or as a **searchable and copyable PDF and must contain:**

- 4) Executive Summary
- 5) Company Profile and Organizational Structure – include organizational chart
- 6) Subcontractor list (if any)
- 7) Implementation Plan
- 8) Community Partners list
- 9) Letter(s) of Commitment
- 10) Most recent CPA Audit
- 11) Most recent IRS Form 990

SECTION 1: HELP ME GROW FLORIDA (HMGF) PROGRAM OVERVIEW

1.1 Purpose

The Children’s Forum, Inc. seeks responses to this Request for Application (RFA) from qualified organizations (Applicants) to become the Help Me Grow Florida (HMGF) contracted Affiliate in the service area of Lee, Henry, Glades, and Collier Counties. This RFA will identify organizations capable of implementing the HMGF system model for early identification of developmental and/or behavioral concerns in children ages birth through eight (8) and linking their families to community-based services and supports.

Ideal Applicants will:

- Reflect the language, culture and/or ethnicity of the parents, caregivers, and families they serve,
- Know the landscape of resources and services available to families with young children in the four-county service area,
- Know the range of barriers families face when seeking resources and services, and
- Understand the stigma present in many communities regarding developmental differences

1.2. Specific Funding Authority(ies)

The appropriated funds for HMGF are contracted through the Florida Department of Education (FDOE), Division of Early Learning (DEL) who has contracted with the Children’s Forum as the designated fiscal and programmatic agent for HMGF.

The maximum amount of funding available for the service area of Broward County is \$200,000 per State fiscal year (July 1- June 30). Funding for the 2024-25 fiscal year (if awarded) will be \$200,000 and it is anticipated that a 9-month contract will be executed by October 1, 2024, and end June 30, 2025. It is anticipated that this will be an on-going program with funding subject to annual Florida Legislative appropriation and approval by DEL and the Children’s Forum.

1.3 Program Description and Background

HMGF is a comprehensive and integrated statewide system designed to identify developmental and/or behavioral concerns in children ages birth through eight (8) and link their families to community-based services and supports. The HMGF system model promotes cross-sector collaboration to build efficient and effective early childhood continuums of care. These continuums mitigate risk factors and support protective factors, so all children can reach their full potential.

HMGF is not a stand-alone program, but rather a system model that utilizes and complements services in Florida communities. Successful implementation of HMGF leverages existing resources, maximizes opportunities, and advances stakeholder collaborations toward achieving a mutual agenda.

Four (4) cooperative and interdependent Core Components characterize the HMGF system model:

1. A Centralized Access Point that provides developmental screening, information, referrals, and care coordination to connect children, their families, and professionals with appropriate community-based programs and services.
2. Family and Community Outreach that provides child development education and raises awareness of the HMGF system and services;
3. Child Health Care Provider Outreach that promotes early detection and intervention, and integrates medical care into the system; and
4. Ongoing Data Collection and Analysis that evaluates services and outcomes; identifies systemic barriers and gaps; bolsters advocacy efforts; and guides continuous quality improvement.

The nation's first Help Me Grow system launched in Hartford, Connecticut (CT) in 1997. Based on the strength of results and the targeted advocacy efforts of founding director Dr. Paul Dworkin and his team, the CT system expanded statewide in 2002. Currently, more than 28 states are affiliates of the National Network and receive ongoing technical assistance from the Help Me Grow National Center to implement the Help Me Grow model and diffuse innovative system enhancements. Visit the Help Me Grow National Center website at helpmegrownational.org for more information.

In 2012, the State of Florida became an affiliate of the Help Me Grow National Network. In 2014, the HMGF State Coordinating Office (SCO) was established in Tallahassee, Florida. The SCO provides technical assistance to HMGF affiliates to maintain fidelity of the system model; provides HMGF branding, marketing and outreach support; plans activities that promote HMGF affiliate information- sharing, collaboration, and expansion; compiles and analyzes HMGF common indicator data; and writes and publishes the HMGF Annual Report. By 2021, HMGF had services in 37 counties and had significantly increased its outreach efforts. HMGF also introduced Books, Balls, and Blocks community screening events to the State of Florida. Visit the HMGF website at <http://www.helpmegrowfl.org> for more information.

A copy of the HMGF Affiliate contract is attached to this document as ATTACHMENT A. It contains all the Help Me Grow program specifications. In submitting an Application to this RFA, the Applicant agrees to be bound to the terms of ATTACHMENT A, if awarded funding. Applicants should thoroughly review ATTACHMENT A before applying to this RFA.

Also attached as **ATTACHMENT B** is an example of the Monthly Reports which all HMGF Affiliates are required to submit to the Children's Forum by the 15th of each month.

1.4 Term

The Children's Forum will make a contract award for a period of approximately nine (9) months from contract execution (currently scheduled for October 1, 2024 through June 30, 2025). It is anticipated that the HMG system will continue, and funding will be available for future years in accordance with Florida law and subject to annual State Legislative funding appropriations and approval by DEL and the Children's Forum.

1.5 Contact Person

The HMGF Contract Compliance Coordinator is the sole point of contact from the date of this RFA's release until the award. All questions and requests for clarification of this RFA must be submitted in a written e-mail to:

Randee Gabriel
HMGF Contract Compliance Coordinator
Email: HMGFreports@thechildrensforum.com

Only questions sent to the e-mail address above will be answered. Questions will NOT be answered via telephone. Responses will be posted on the Help Me Grow website with this RFA. With respect to a protest of the terms, conditions, and specifications contained in this RFA, including any provisions governing the methods for ranking Applications or awarding the contract, the notice of protest shall be filed in writing within 72 hours after the posting of the RFA.

Between the release of the RFA and the end of the 72-hour period following the Children's Forum posting of the Notice of Intended Award, Applicants to this RFA, or persons acting on their behalf, must not engage in any written or verbal communication with any member of the Children's Forum and/or Evaluation Team regarding the merits of the Applicant or whether the Children's Forum should select the Applicant, or concerning any aspect of this RFA, except in writing to the HMGF Contract Compliance Coordinator. Violation of this provision may be grounds for rejecting an application.

Any Applicant who is adversely affected by the Notice of Intended Award may file a notice of protest in writing to HMGReports@thechildrensforum.com within 72 hours after the posting of the Notice of Intended Award. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

Only communications which are in writing from the Children’s Forum may be considered as authorized communications on behalf of the Children’s Forum. The Applicant will not engage in any lobbying efforts or other attempts to influence the Children’s Forum or the Evaluation Team to be selected.

SECTION 2: REQUEST FOR APPLICATION PROCESS

2.1 General Overview of the RFA Process

The RFA is a method of competitively soliciting a contractual service. The Children’s Forum will post the RFA and any addenda on the Help Me Grow website. All Application-related documents are located on the Help Me Grow website. The process will include a written question and answer period, submission of Applications, a review of Minimum Mandatory Qualifications, evaluation of the Applications, and awarding the funds.

Applicants may submit questions in writing to the HMGF Contract Compliance Coordinator by the date listed in the Timeline of Events. If there are any perceived inconsistencies among any of the provisions of the RFA, Applicants are expected to bring these inconsistencies to the attention of the HMGF Contract Compliance Coordinator before the deadline to submit questions as identified in the Timeline of Events. Applications must be submitted by the deadline listed in the Timeline of Events.

If an Application contains language that withdraws or negates commitments to the Minimum Mandatory Qualifications, the submission will be deemed nonresponsive. Applications that fail to submit all required information will also be deemed nonresponsive.

2.2 Timeline of Events

The schedule in the following table reflects the Timeline of Events for this RFA. The Children’s Forum reserves the right to adjust this schedule by posting an addendum on the Help Me Grow website. It is the responsibility of the Applicants to check the website on a regular basis for such updates. All methods of delivery or transmittal of the Application to the HMG Contract Compliance Coordinator are exclusively the responsibility of the Applicant and the risk of non-receipt or delayed receipt will be borne exclusively by the Applicant.

Event	Date(s)
RFA posted on the Help Me Grow website.	July 15, 2024
Deadline to submit questions to the Children’s Forum.	July 22, 2024, 5:00 pm ET
The Children’s Forum posting date for answers to Applicants’ questions on the Help Me Grow website.	July 29, 2024, 5:00 pm ET
Application Due Date.	August 19, 2024, 5:00 pm ET
Notice of Intended Award posting date	August 30, 2024, 5:00 pm ET
72-hour notice of protest expires	September 2, 2024, 5:00 pm ET
The Children’s Forum anticipates contract will begin.	October 1, 2024
Direct Services to Clients are anticipated to begin on or before this date.	January 1, 2025

2.3 Addenda to the RFA

The Children's Forum reserves the right to modify this RFA by issuing addenda. Addenda will be posted on the Help Me Grow website. It is the Applicant's responsibility to check the website on a regular basis for any changes.

2.4 Modify Application

Applicants may modify an application at any time prior to the Application deadline. If an Application has already been submitted prior to the Application deadline, the previously submitted Application must be withdrawn before a modified Application is submitted.

SECTION 3: APPLICATION INSTRUCTIONS

3.1 Who May Respond

Only a single prime Applicant is permitted to submit an Application. However, that Applicant may utilize Subcontractors to perform some of the HMGF services. An Applicant is allowed to be a prime Applicant in one Application and a Subcontractor in another Application.

Only one lead agency will be awarded for the Broward County service area. Organizations are strongly encouraged to form partnerships with other key agencies in their county, as appropriate, in the development of Applications.

3.2 How to Submit an Application

The Children's Forum is not liable for any cost incurred by an Applicant in responding to this RFA. The Applicant should carefully examine the contents of the RFA and be informed regarding all its requirements. The Applicant should prepare the Application simply and economically, providing a straightforward, concise delineation of the Applicant's capabilities to satisfy the requirements of this RFA. The Applicant should place emphasis within the Application on completeness and clarity of content. The Applicant must consider the Contractual Requirements when preparing and submitting an Application.

Applicants must submit Applications in an electronic format to HMGFreports@thechildrensforum.com by the posted deadline. The electronic copies must contain searchable, copyable content.

3.3 Redacted Submissions

If the Applicant considers any portion of its Application to be Confidential Information or exempt under Chapter 119, F.S. (Public Records Law), or other authority, then the Applicant must simultaneously provide the Children's Forum with an un-redacted electronic version of the materials and a separate redacted electronic version of the materials and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The redacted copy will be used in response to public records and other disclosure requests.

By submitting an Application, the Applicant agrees to protect, defend, and indemnify the Children's Forum for any and all claims arising from or relating to the Applicant's determination that the redacted portions of its Application are confidential or otherwise not subject to disclosure. If the Applicant fails to submit a redacted copy of its Application, the Children's Forum is authorized to produce the entire un-redacted Application submitted to the Children's Forum in response to a public records request.

SECTION 4: SELECTION PROCESS

4.1 Receipt of Applications

Applications will be screened upon receipt. Applications that are not complete will be considered non-responsive. Incomplete Applications will be returned with notification that it did not meet the submission requirements and will not be entered into the review process.

Applicants must satisfy all Minimum Mandatory Qualifications (MMQs) to proceed into the evaluation process. The MMQ questions are contained in Document #3, which is a fillable pdf form. Applicants that fail to submit a response to all MMQ questions or who do not meet the MMQ will be deemed nonresponsive and will not be entered into the review process.

4.2 Evaluation

An objective Evaluation Team consisting of three or more members will review and score each Application. Evaluators will be provided with complete Application packets from all Applicants. Each member of the Evaluation Team will evaluate independently of the others.

Members of the Evaluation Team will consider each Applicant's established presence, experience, and demonstrated expertise in providing services to a similar target population in the four-county service area.

ATTACHMENT C to this document provides the evaluation category and maximum score for each evaluation category.

The Children's Forum may request, and the Applicant must provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may be deemed nonresponsive.

4.3 Basis of Award and Final Selection

After the evaluation is conducted, the Children's Forum intends to award one contract to the Applicant who is assessed as providing the best value to the State. The Children's Forum reserves the right to accept or reject any and all offers, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Children's Forum determines that doing so will serve the best interest of the State.

In submitting an Application, the Applicant agrees to be bound to the terms of the Contractual Requirements in **ATTACHMENT A**, the HMGF Affiliate contract. Applicants must assume that those terms will apply to the final contract, but the Children's Forum reserves the right to negotiate different terms and related cost adjustments if the Children's Forum determines that those terms will provide the best value to the State. Applicants whose past performance, current status, or Application does not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected.

The Children's Forum will coordinate a contract for signature between the Children's Forum and the awarded Applicant as soon as possible after posting the Notice of Intended Award on the Help Me Grow website.

SECTION 5: PERSONNEL

5.1 Staffing Requirements

The contract requires one full-time (1 FTE) HMGF Care Coordinator. The contract also requires program oversight, community outreach, and healthcare provider outreach which may be achieved by allocating a percentage of the time of other employees (%FTE).

The following positions must be in the Budget:

- 1) One (1 FTE) full-time HMGF Care Coordinator. The Care Coordinator will be responsible for the coordination and delivery of family services. The full-time HMGF Care Coordinator must be doing care coordination for Help Me Grow only, not other programs.
- 2) One (1) HMGF Program Coordinator who is the individual primarily responsible for implementing and managing the program and budget described in the RFA and executed Contract, as well as meeting their contractual requirements in a timely manner. This position may require less than a full-time equivalent (FTE) depending on the structure of the organization.
- 3) One (1) or more HMGF Outreach Coordinator(s) who will be responsible for coordination of Child HealthCare Provider Outreach (CHCPO) and Family and Community Outreach (FCO) activities occurring monthly. This position may require less than a full-time equivalent (FTE) depending on the structure of the organization.

5.2 Employee Qualifications

All employees assigned to deliver services under the executed Contract must be deemed qualified. Employee qualifications include an appropriate educational background and relevant work experience based upon job responsibilities. A college degree is preferred, but not required, for HMGF positions. Employee qualifications must be documented in writing for the duration of the Contract term.

5.3 Time Distribution of Personnel Costs

The Contractor shall maintain and retain timesheets and signed monthly Personnel Activity Reports (PARs) for all staff charging time partially or entirely to the HMGF program. The timesheets and monthly PARs shall specify the number of hours dedicated to the HMGF program and account for the total activity for which each employee will be compensated under HMGF. The Contractor shall only request payment for staff time expended in the HMGF program.

SECTION 6: CONTRACTUAL REQUIREMENTS

By submitting an Application, the Applicant agrees, if awarded funding, to be bound to the terms and conditions of the HMGF Affiliate Contract, **ATTACHMENT A**, which includes the highlighted contractual requirements detailed below:

6.1 Cost Reimbursement Funding Method

The Awardee will be contracted using a cost reimbursement funding method. Contractor will receive reimbursement payments from the Children's Forum for project costs upon submission of:

- 1) Documentation of completed deliverables and activities detailed in the executed scope of work
- 2) Documented allowable expenses

Reimbursement payments will be made contingent upon receipt and acceptance by the Children's Forum HMGF Contract Compliance Coordinator, of an accurate and properly formatted invoice with a General Ledger as supporting documentation.

6.2 Administrative and Indirect Cost

No more than 5% of each year's budget may be spent on activities related to the administration of the HMG contract. The term "administrative costs" refers to costs that cannot be identified with any single program (e.g., HMG) but are indispensable to conducting agency activities and to the organization's survival. The administrative costs of the Contractor represent costs which are incurred for common or joint objectives in providing services. Such costs are distributed to all provider programs on an allocation basis; that is, a fair share of expenses is distributed to each service program.

6.3 Program Support Services (Non-Direct)

No more than 17% of each year's budget may be spent on Program Support Services. Expenditures for Program Support Services are costs that can be specifically identified with providing HMG services to eligible children and families, to healthcare providers, or early education professionals. Allocate funds in the budget to ensure that at least one staff member can attend both the Statewide HMG Meeting and the HMG National Forum. HMGF will cover the registration fees and hotel accommodation for one staff member. Any additional expenses or travel costs for other staff members attending these events should also be included in the budget.

6.4 Background Checks

All HMGF Affiliates are required to conduct Level 2 background checks on prospective employees who will be assigned to HMGF, and update Level 2 background checks every 5 years for current HMG employees, including subcontractors, interns, or volunteers who will be associated with Help Me Grow in any way. The cost of background checks is an allowable expense in the HMGF budget.

6.5 E-Verify

All HMGF Affiliates are required to utilize the United States Department of Homeland Security's E-Verify System to confirm all new employees are authorized to legally work in the United States.

6.6 Insurance

All HMGF Affiliates must secure General Liability and Errors & Omissions insurance (also called Professional Liability Insurance) and name the Children's Forum as an additional insured. The Contractor is also required to have Worker's Compensation Insurance and Unemployment Insurance. Insurance Coverage shall be documented and submitted to the Children's Forum on an ACORD Certificate of Liability Insurance form. The cost of these required insurance policies is an allowable expense in the HMGF budget.

ATTACHMENT A: Affiliate HMGF Contract (68-page document)

ATTACHMENT B: Monthly Reports (10-page document)

ATTACHMENT C: Evaluation Guidelines and Scoring Rubric



CHILDREN'S FORUM, INC.

HELP ME GROW® FLORIDA (HMGF) AFFILIATE:

Broward County Affiliate Name

Contract #24-528-HMGFA-18

CSFA #48.111

(FY 2024-2025)

Sponsored by the Children's Forum and the State of Florida, Division of Early Learning.

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The Children's Forum, Inc. is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers in this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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HMGF AFFILIATE CONTRACT

This contract is entered into between the Children’s Forum, Inc., a non-profit corporation established pursuant to Chapter 617, Florida Statutes (F.S.), hereinafter referred to as the “Forum”, and the _____, hereinafter referred to as the "Contractor" (each individually a "Party" and collectively the "Parties").

Pursuant to Contract #C1032, any terms and conditions contained in Contract #C1032 between the Children’s Forum and the State of Florida Division of Early Learning (hereinafter referred to as the “DEL”) applicable to the Forum are also applicable to the Contractor and shall remain in full force and effect during the contract period. Exclusion of such terms and conditions within this contract shall not be construed as a waiver of same. WHEREAS the Parties desire to enter into this Contract pursuant to which the Contractor will provide the commodities or contractual services hereafter described. NOW THEREFORE, in consideration of the premises set forth herein, the Parties agree as follows:

1.0 STANDARD CONTRACT INFORMATION

Contract Number: 24-528-HMGFA-18

Cost Reimbursement
Fixed Payment
Direct Services

Total Amount: \$200,000.00
FY2024-25: \$200,000.00

1.1 Vendor or Subrecipient Determination

FOR PURPOSES OF THIS CONTRACT, the Forum has reviewed the criteria pursuant to 2 CFR §200.330, Subrecipient and Contractor Determinations, and determined that this Contractor is a:

- Vendor
- Subrecipient

The Contractor acknowledges that if it is determined and designated above to be a subrecipient as opposed to a vendor, then it is subject to federal audit requirements as specified in 2 CFR §200 Subpart F Audit Requirements, and the Florida Single Audit Act §215.97, F.S., as appropriate. The Contractor shall be subject to monitoring and audit conditions and requirements as set forth in this contract section 3.0 and in ATTACHMENT 3 – AUDIT AND MONITORING REQUIREMENTS.

1.2 Governing Law – Florida

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall fulfil its obligations herein in accordance with the terms and conditions of this contract.

1.3 Effective and Ending Dates

The Contract shall be effective on **October 1, 2024**, or on the date on which the last party has signed the Contract, whichever is later. The Contract term shall end on **June 30, 2025**, unless the Contract is terminated earlier.

1.4 Contract Amount

The total amount to be paid under this contract shall not exceed a total amount of \$200,000.00 subject to the availability of funds and the Forum's determination of satisfactory performance of

all terms by the Contractor. The Forum's performance and obligation to pay under this Contract is contingent upon annual appropriation by the Legislature and continued funding from DEL.

1.5 Method of Payment

This is a **Cost Reimbursement Contract**. Reimbursement payments for project costs shall be approved upon a **monthly** receipt of a properly formatted invoice, supporting documentation, submission of documented allowable expenses and completion of specified performance objectives related to the activities and deliverables detailed in this contract. Contractors do not have the authority to report expenditures incurred before the date of contract execution or after termination or expiration of the contract. The following considerations will be made when approving invoices for payment:

- Costs incurred in excess of the Contract amount will not be reimbursed.
- Payments will be made in accordance to ss. 215.422 and 287.0585, F.S., which govern time limits for payment of invoices.
- The Forum has the right to inspect and approve goods, services, and invoices.
- Invoices must be submitted in the format specified by the Children's Forum and accompanied by EXHIBIT C – INVOICE COVER SHEET.
- Invoices returned to the Contractor due to preparation errors will result in a payment delay.
- Approved invoices will normally be paid within forty (40) days of the date of approval. Payment made after 40 days may incur penalties as described in s.215.422, F.S.

1.6 Administrative Cost

No more than 5% of each year's budget may be spent on activities related to the administration of the HMGFA contract. The term "administrative costs" refers to costs that cannot be identified with any single program (e.g., HMGF) but are indispensable to conducting agency activities and to the organization's survival.

The Forum recognizes that allowable general and administrative costs are essential and legitimate costs. The administrative costs of the Contractor represent costs, which are incurred for common or joint objectives in providing services. Such costs are distributed to all Contractor programs on an allocation basis; that is, a fair share of expenses is distributed to each service program.

1.7 Financial Consequences

If the Contractor fails to meet and comply with the activities/deliverables established in this Contract or to make appropriate progress on the activities and/or towards the deliverables and if outstanding issues are not resolved within two weeks of written notification from the Forum, then the failure to perform may result in one or more of the following consequences listed herein.

The Forum, at its sole discretion, may offer the Contractor an extension for any listed tasks, timelines, or deliverables during which the indicated financial consequences shall not apply. The Contractor must request extensions from the Forum. The Forum will notify the Contractor of approval for extension. If the extension is not approved the Forum may apply the following financial consequences:

- A withholding of payment until the deficiency is cured or resolved,
- A request that the Contractor redo the work, or
- A reduced payment of \$50 per deliverable task not completed each month until the

deficiency is cured or resolved.

The Forum may assess one or more of the financial consequences based on the severity of the failure to perform and the impact of such failure on the ability of the Contractor to meet the timely and desired results. If financial consequences are imposed and due, the Forum may offset the financial consequences from the next invoice submitted by the Contractor, from the final payment of the contract, or require separate payment from the Contractor. Any payment made in reliance on the Contractor's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with the section of this Contract entitled "Return of Funds and Property" to the extent of such error.

1.8 Allowable Costs

The Contractor may expend funds only for allowable costs resulting from obligations incurred during the contract period. In accounting for and expending funds, a recipient and/or subrecipient may only charge expenditures to the contract if they are:

- For activities that directly support the achievement of HMGF activities and expected outcomes,
- In payment of obligations incurred during the approved contract period,
- In conformance with the approved program services,
- In compliance with all applicable statutes and regulatory provisions,
- Costs that are allocable to a particular cost objective,
- Spent only for reasonable and necessary costs of the program, and
- Not used for general expenses required to carry out other responsibilities of the Contractor.

1.9 Return of Funds and Property

The Contractor shall return any overpayments, due to unearned funds or funds disallowed pursuant to the terms of the Contract, which were disbursed to the Contractor by the Forum. In the event an overpayment has been discovered, the Contractor shall repay said overpayment by offsetting the overpayment as a credit in the subsequent monthly invoice submitted to the Forum for reimbursement. Should repayment not be made in a timely manner, the Forum shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the HMGF Contract Compliance Coordinator and made payable to "Children's Forum."

1.10 Reasonable Assurances if Requested

If the Forum learns of the existence of legal or financial conditions during the term of the Contract, whether disclosed by the Contractor or independently discovered by the Forum, that causes concern that the Contractor's ability or willingness to perform the Contract is jeopardized, then upon written demand, the Contractor shall provide to the Forum in writing all reasonable assurances to demonstrate that the Contractor will be able to perform the Contract in accordance with its terms and conditions, and the Contractor and/or its subcontractor(s) has not and will not engage in conduct, in performing services for the Forum, which is similar in nature to the conduct that is the subject of the legal or financial conditions causing such concern.

1.11 Loss of State Funding

In the event funds to finance the Contract become unavailable or if state funds upon which the Contract is dependent are withdrawn or redirected, the Forum may terminate the Contract upon no less than twenty-four (24) hours written notice to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Forum shall be the final authority as to the availability of funds. In the event that the Forum terminates the Contract for lack of funding, the Forum shall pay the Contractor as follows:

- For Contractor's work in progress that has not yet culminated in a deliverable accepted by the Forum, the Forum shall reimburse the Contractor for all documented and verifiable costs reasonably incurred for such Contract work.
- The Forum shall reimburse the Contractor for all documented and verifiable costs reasonably incurred terminating or winding down the Contract.
- In no event shall the Contractor be entitled to receive, or the Forum obligated to pay, any amounts in excess of what is legally appropriated and available for the Forum to devote to Contract payments.
- If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on part of the Forum or the State. The Forum agrees to notify the Contractor in writing at the earliest possible time if funds are not appropriated or available.
- The cost of services paid under any other Contract or from any other source is not eligible for reimbursement under the Contract.

The Contractor shall cooperate and make available any documentation in order for the Forum to comply with applicable federal and state statutes, laws, rules, policy, guidance and procedures as it relates to the funding of this Contract.

1.12 Contractor's Responsibility if Contract is Terminated

Federal and state standards for procurement and contracts administration require all contracts in excess of \$10,000 to discuss events that trigger termination, the manner by which termination shall be affected, and the basis for settlement.

1.12.1 Termination for cause

In the event of termination of this Contract by the Forum for cause, the Contractor shall be liable for the Forum's expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor.

1.12.2 Termination for convenience

The Forum, by written notice to the Contractor, may terminate the Contract in whole or in part when the Forum determines in its sole discretion that it is in the Forum's interest to do so. The Contractor shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

1.12.3 Notice of Termination - After receipt of a notice of termination, and except as otherwise specified by the Forum, the Contractor shall:

- Stop work under the Contract on the date of and to the extent specified in the notice.
- Complete performance of the work not terminated by the Forum.
- Take such action as may be necessary, or as the Forum may specify, to protect and preserve any property related to the Contract which is in the possession of the Contractor and in which the Forum has or may acquire an interest.
- Transfer, assign, and make available to the Forum all property and materials belonging to

the Forum, upon the effective date of termination of the Contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.

- Meet all the public records law requirements specified in ATTACHMENT 1 – GENERAL ASSURANCES, TERMS AND CONDITIONS under the section on Public Records Law Compliance.

1.13 Final Invoice

The Contractor shall submit the final invoice for payment to the Forum no more than twenty-five (25) days after the contract ends or is terminated. If the Contractor fails to do so, unless waived in writing by the Forum, all rights to payment are forfeited and the Forum will not honor any requests submitted after the twenty-five (25) daytime period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and any necessary adjustment thereto have been approved by the Forum.

1.14 Supplement not Supplant

The Contractor shall use the contract funds to supplement, and not supplant, other federal, state and local public funds expended to provide programs and activities authorized under this and other similar programs. The Contractor must use any funds received from the Forum solely for activities that directly support this contract. Costs that would exist without the presence of federal or state program funds or costs previously supported with other Contractor funds are unallowed.

1.15 Non-duplication of Effort

Cooperation and communication between agencies are essential to ensure that all necessary services are provided and to prevent the duplication of services. It is the responsibility of the Contractor to coordinate and ensure non-duplication with other federal and state programs.

1.16 Incorporation of Florida Contract Provisions

General Contract Conditions (PUR 1000) are hereby incorporated by reference as if fully set out herein. Promulgated by the State of Florida, Department of Management Services, (hereinafter “DMS”) the PUR 1000 is required by s. 287.042(12), Florida Statutes (hereinafter “F.S.”), and Rule 60A-1.002(7), Florida Administrative Code (hereinafter “F.A.C.”). The term “Customer” referred to in the PUR 1000 is the Division of Early Learning. The general contracting document provisions of s. 287.058, F.S. and s. 215.971, F.S., as applicable, are hereby adopted and incorporated by reference as if fully set forth herein. The document, *General Terms, Assurances and Conditions*, and all certifications and provisions it provides, are hereby adopted and incorporated by reference as if fully set forth herein.

1.17 Order of Precedence in the Event of Conflict in Terms

If there is any conflict in the provisions set forth herein, the conflict will be resolved in the following order of priority (highest to lowest):

- Federal laws and regulations
- Florida law and rules
- Standard Contract and Other Contract Requirements
- PUR 1000 unless the conflicting term in the PUR1000 forum is required by any section of the Florida Statutes, in which case the term contained in the PUR 1000 shall take precedence over the Other Contract Requirements (Rule 60A-1002(7)(b), F.A.C.)
- Contractor (Subrecipient) Monitoring and Audit Requirements, if applicable

- Scope of Work (section 2.0)

1.18 Renewal

- Subject to the limitations set forth in ss. 287.057(13), and 287.058(1)(g), F.S., this Contract is renewable at the option of the Forum for a renewal period not to exceed 3 years or the term of the original contract, whichever is longer. The Forum shall provide advance written notice of its decision to exercise its option.
- This Contract is not renewable.

1.19 Extension

Subject to agreement by the parties, extension of a contract for contractual services shall be in writing for a period not to exceed six months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.

1.20 Renegotiation or Modification

Modification, renegotiation, or amendment of any provision(s) of this contract shall only be valid when reduced to writing and duly signed by both parties.

1.21 Contractor as Independent Contractor

In the Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that the Contractor is at all times acting and performing as an independent contractor. The Forum shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein and in law. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Unless agreed to by the Forum in the Scope of Work, the Forum will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Contractor or its subcontractor or assignee. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Contractor, its officers, employees, agents, subcontractors, or assignees shall be the responsibility of the Contractor.

1.22 Indemnification

The Contractor shall be responsible for indemnification pursuant to Section 19 of PUR 1000. <https://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>. However, if Contractor is a State agency or subdivision as defined in Chapter 768, F. S., this requirement is limited to the extent allowed by s. 768.28, F.S. and the restrictions imposed by the Florida Department of Financial Services, Division of Risk Management.

1.23 Contractor Name, Mailing and Street Address

- a. The project will be conducted at this location:

*Note: Physical address is confidential.

- b. The official payee, contact person, and mailing address to whom the payment shall be made and where financial and administrative records are maintained is:

1.24 Contact Person(s)

- a. The primary contact person, for the Affiliate for this contract is:

- b. The representative of the Affiliate responsible for administration of the HMGF program under this contract is:

- c. The Contract Manager for the Children's Forum for this contract is:

HMGF Contract Compliance Coordinator
1650 Summit Lake Drive, Suite 210
Tallahassee, FL 32317
(850) 487-6300
HMGFreports@thechildrensforum.com

2.0 SCOPE OF WORK

The services to be provided shall be performed in the manner specified below.

2.1 Statement of Purpose

The purpose of this contract is to continue (or engage), _____ (the Contractor) as an affiliate of Help Me Grow Florida (HMGF) for the following county/ies in their service area: Broward

2.2 Project Description

HMGF is a comprehensive and integrated statewide system designed to identify developmental and/or behavioral concerns in children ages birth through eight (8) and link their families to community-based services and supports. The HMGF system model promotes cross-sector collaboration to build efficient and effective early childhood continuums of care. These continuums mitigate risk factors and support protective factors, so all children can reach their full potential.

HMGF is not a stand-alone program, but rather a system model that utilizes and complements mechanisms in Florida communities. Successful implementation of HMGF leverages existing resources, maximizes opportunities, and advances stakeholder collaborations toward achieving a mutual agenda. Four cooperative and interdependent Core Components characterize the HMG system model.

1. A Centralized Access Point that provides developmental screening, information, referrals, and care coordination to connect children, their families, and professionals with appropriate community-based programs and services.
2. Family and Community Outreach that provides child development education and raises awareness of the HMGF system and services.
3. Child Healthcare Provider Outreach that promotes early detection and intervention, and integrates medical care into the system; and
4. Ongoing Data Collection and Analysis that evaluates services and outcomes; identifies systemic barriers and gaps; bolsters advocacy efforts; and guides continuous quality improvement.

2.3 Implementation of the Four (4) HMGF Core Components

The HMGF Affiliates shall provide a HMG system that includes the four (4) HMG Core Components listed above in Section 2.2 and links families with local resources to address parents' concerns about health, development, behavior and learning of their children. The HMGF system shall build collaboration across sectors, including early care and education, healthcare and family support.

Each HMGF Affiliate shall ensure that appropriate background checks are conducted on current and newly hired employees, including subcontractor employees, interns, and volunteers working within the HMGF program as specifically detailed in Attachment 1, Section MM.

Each HMGF Affiliate receiving funds under this contract shall implement work plans that include activities to support the following:

2.3.1 Centralized Access Point

The Contractor shall ensure there is a Centralized Access Point (CAP) that serves as the hub for linking children at birth through age eight (8) and their families to community-based services and supports through seamless care coordination. CAP activities include, but are not limited to:

- Providing a centralized access point available 24 hours per day, 7 days per week assisting families with early childhood questions.
- Providing translation services for non-English speakers.
- Employing and retaining a minimum of one full-time (1 FTE) Care Coordinator trained in casework, cultural proficiency, and the HMGF initiative. The Care Coordinator must have a background in education, child development, early intervention or an equivalent field.
- Answering early childhood questions, conducting child developmental screenings, and providing care coordination and follow-up assistance.
- Conducting a minimum of ten (10) child developmental or behavioral screenings per month.
- Serving a minimum of ten (10) new children per month.
- Conducting screenings by offering and making available all of the following approved screening tools: the Ages and Stages Questionnaire 3 (ASQ-3), ASQ: Social Emotional 2 (ASQ:SE-2), Pediatric Symptom Checklist (PSC), and the Modified Checklist for Autism in Toddlers (M-CHAT-R/F); and
- Providing at least ten (10) referrals for families per month to community programs, services, and other family support resources.

Centralized Access Point activities may be evidenced by, but are not limited to:

- Monthly HMGF data report
- Documentation such as training logs or certificates of completion

Expected Outcome: Increase in the number of families assisted with early childhood questions, receiving basic child developmental screening, and receiving care coordination services as evidenced by the number of calls received, number of child developmental screenings completed, and the number of families effectively connected to services.

2.3.2 Child Healthcare Provider Outreach

The Contractor shall implement Child Healthcare Provider Outreach (CHCPO) activities to educate and motivate physicians and other child healthcare providers to conduct child screening and utilize the HMGF centralized access point. These activities include but are not limited to the following:

- Conducting a minimum of two (2) CHCPO activities each month to physicians and other healthcare providers (these activities include educational sessions, trainings, presentations, and the distribution of materials).
- Engaging and utilizing at least one (1) Physician Champion to educate and motivate physicians and other child healthcare providers to conduct child development screening and utilize the HMGF centralized access point. Contractor must provide a dated letter of acknowledgement from physician of role as Physician Champion due annually on **January 15, 2025**, and inform the Forum of changes as they occur as indicated in Section 4.0, Reporting Requirements, subsection 4.2. The Contractor shall notify the Help Me Grow Florida (HMGF) State Coordinating Office by email, no later than ten (10) calendar days of any changes in the Physician Champion.
- Marketing HMGF to physicians and other child healthcare providers quarterly, through direct mailings and in-person office visits, with continued follow-up with office staff about how HMGF can assist with screenings and/or referrals.
- Establishing a system to offer feedback to physicians and other child healthcare providers who have referred clients, including screening results, referrals given, outcomes, and thanking them for the referral.

Healthcare Provider Outreach activities may be evidenced by, but is not limited to:

- Monthly HMGF Data Report
- Monthly Summary Report

Expected Outcome: Increase the medical community's practice of conducting child development screening and use of HMGF services as evidenced by the number of physicians and other child healthcare providers receiving information about HMGF, referring families to HMGF, and conducting child development screening.

2.3.3 Family and Community Outreach

The Contractor shall implement Family and Community Outreach (FCO) activities that develop associates and partners in the local community, promote HMGF and inform the families and community of the importance of child screening and the role of HMGF. These activities will include, but are not limited to the following:

- Conducting a minimum of two (2) FCO activities per month (i.e., distribution of HMGF materials, HMGF presentations, HMGF participation at children and family events, health and resource fairs and related activities). FCO activities should average two (2) per month, with the understanding certain months of the year may have greater outreach opportunities.
- Host a minimum of two (2) in-person Books, Balls and Blocks (BBB) HMGF community screening events annually, unless there is a public health emergency that requires BBB events to shift to a virtual format.
- Developing marketing and outreach materials, including social media, in accordance with *HMGF Public Awareness and Style Guide*.

- Update and post to the organization’s social media accounts (such as Twitter, Facebook and Instagram) a minimum of two (2) unique social media posts per month. Updates could include but are not limited to new resources, testimonials, sharing of an HMGF post, or successes of the HMGF Affiliates. Twice per year, the Contractor shall submit a report showing the two (2) monthly posts for the previous six months.
 - Posts must tag the HMGF SCO social media handles.
 - Posts must require language to promote HMGF and a call-to-action that encourages families to contact HMGF.
 - Posting the same post on three different social media sites counts as one unique post.
 - Re-sharing of HMGF posts are acceptable, however, there must be one post unique to the Affiliate and the local county and not a re-share of HMGF monthly.
- Providing at least two (2) HMG public awareness events annually through marketing, local advertising via newspaper, magazine, or radio, blog, billboard, bus wrap, etc., to be evidenced by submitting a Media & Press Release Request form to the Children’s Forum for pre-approval. This does not include community presentations and resource tables at health fairs which should be reported in STAR as a family/community outreach activity.
- Developing marketing and outreach materials, including social media, in accordance with *HMGF Public Awareness and Style Guide*.
- Providing a direct link to HMGF webpage from the Affiliate’s main home page.
- Distributing information and marketing materials monthly that:
 - Promotes parent and community knowledge of the issues and resources to support the health and development of young children, including but not limited to developmental milestones and the importance of child screening,
 - Informs the community of what is HMGF and how HMGF can assist families with their child’s development.
- Inventory Outreach Materials once per year, submit to HMGF SCO by **June 15th**
- FCO activities may be evidenced by, but is not limited to:
 - A social media log, which includes date, posted, URL, and summary of content, due **January 15th** and **July 15th** each year.

Expected Outcome: Increase the number of families and members of the community provided information about child screening and HMGF, as evidenced by the number of individuals reached through family and community outreach activities.

2.3.4 Data Collection and Analysis

The Contractor shall implement Data Collection and Analysis (DCAP) activities, which involve collecting and tracking all HMGF Common Indicators data using the System for Tracking Access to Referrals (STAR), reporting the data on a monthly basis.

The monthly HMGF data report shall include but not be limited to:

- Total number of new children served during the month.
- Total number of new families served during the month.
- Total number and type of screenings conducted during the month.
- Number and type of referrals to agencies made each month; and
- Number and type of outreach activities conducted during the month with families, caregivers, community, health providers, and service/agency providers.

Developing and maintaining a relationship with the local 2-1-1 agency is encouraged, but not required.

For those HMGF Affiliates who are able to obtain call numbers from their local 2-1-1 agency, their monthly HMGF data report shall also include:

- Times that HMGF calls were received through 2-1-1 during the day.
- Day of the week calls through 2-1-1 were received; and
- Total number of HMGF calls received through 2-1-1 during the month.

Expected Outcome: Increase understanding of the effectiveness and value of HMGF and pinpoint any changes and improvements that are needed, as evidenced by data collection and measuring HMGF program outcomes.

2.4 Implementation of Additional Components

2.4.1 Community System Development

Community system development involves building, enhancing, and expanding efficient and effective early childhood continuums of care for children ages birth through eight (8). community system development activities include, but are not limited to:

- Developing a local HMGF Leadership Team or utilizing an existing workgroup/committee to help guide the HMGF program in your area. The local HMGF Leadership Team shall include senior management level representatives and representation from stakeholder organizations, such as:
 - 2-1-1 Information and Referral Services
 - Child Care Resource and Referral
 - Early Learning Coalitions
 - Early Steps
 - Florida Diagnostic and Learning Resources System (FDLRS)
 - Healthy Start
 - United Way agencies and programs
 - Head Start or Early Head Start
 - Healthcare Provider or Physician Champion

- Hold at least two (2) HMGF Leadership Team meetings on an annual basis to discuss topics such as:
 - Developing a system of community-based programs, services, and supports for the health and development of children ages birth through eight (8);
 - Reviewing HMGF Common Indicator data and identifying the implications for community system development and HMGF services.
 - Reviewing the Continuous Quality Improvement (CQI) Plan and recommending changes for program success; and
 - Discussing and coordinating program sustainability efforts.

An already established local workgroup/committee can be utilized as a HMGF Leadership Team meeting so long as HMGF has a platform to discuss HMGF related activities, successes, and challenges during the meeting.

Twice a year the Contractor will provide the Forum with a Leadership Team update on these meetings by submitting meeting agendas and sign-in sheets and/or a list of agencies/community partners present. Meeting minutes or notes and next action steps, if available, should be included in the submission to the Forum.

Expected Outcome: Improve community resources and resource systems for the health and development of children ages birth through eight (8), as evidenced by the HMGF Leadership Team's identification and implementation of strategies for improvement.

2.4.2 Continuous Quality Improvement

Continuous Quality Improvement (CQI) activities are planned and carried out to guide the success of HMGF services. The Contractor shall implement its CQI activities, which shall ensure the success of programs and services through ongoing analyses and modifications in response to lessons learned.

- The following actions will be completed as part of the CQI:
 - Develop and implement a CQI Plan, which includes semiannual meetings of the local HMGF Leadership Team, including community partners, to review the HMGF system and identify necessary changes to ensure the success of the program.
 - Utilize all HMGF resources including internal HMGF staff, HMGF Leadership Team, and management staff to implement, monitor, and improve the quality of HMGF in service location.
 - Annually, evaluate the CQI plan to improve the process and incorporate program methodology and system changes.
- CQI meetings should work to achieve the following goals:
 - Monitor the performance and fidelity of the HMGF service location.
 - Work with HMGF staff to resolve methodology and data issues.
 - Identify and develop a strategy to resolve system performance issues and minimize service gaps.

Expected Outcome: Improved processes, procedures or elements of the HMGF service delivery, as evidenced by the HMGF Leadership Team's identification and implementation of improvements to the HMGF processes, procedures or services.

2.4.3 Sustainability Plan

The Contractor shall implement strategies for sustaining HMGF, including but not limited to pursuing external revenue sources such as grants and donations to sustain the HMGF initiative. Sustainability activities include, but are not limited to:

- Developing a Sustainability Plan due **November 15, 2024**, that includes current and future efforts to apply for grants, pursue private donations, or in-kind donations; and
- Documenting sustainability efforts including:
 - Applications submitted.
 - Meetings held.
 - In-kind, donations, grants, etc.
 - Amounts received, purpose and if restricted or unrestricted.

Expected Outcome: A minimum of one (1) external revenue source is pursued for sustainability of Help Me Grow in current in future years, as evidenced by an application, formal request for HMGF funding or donations/in-kind.

2.4.4 Help Me Grow National Affiliation

The Contractor will serve as a local affiliate system in the Help Me Grow National network. HMG National activities include, but are not limited to:

- Completion of all HMG National Fidelity Assessments

3.0 OTHER CONTRACT REQUIREMENTS

The Contractor agrees to:

3.1 Work Plan

Provide for review **by November 15, 2024**, a detailed project work plan as indicated in section 4.0 – Reporting Requirements. The project work plan should clearly

- set forth the project goals, objectives, deliverables, and timelines, and
- establish roles, responsibilities, and timeframes of the activities of the project

3.2 Continuous Quality Improvement Plan (CQI)

Provide for review **by November 15, 2024**, a detailed CQI plan and an updated plan as indicated in section 4.0, Requirements. See section 2.4.2 for required elements of the CQI plan.

3.3 Cost Allocation Plan

Provide for review by **November 15, 2024** a detailed cost allocation plan (CAP) in accordance with 45 CFR §75.415 (also 2 CFR §200.415), *Required Certifications*.

The cost allocation plan must include the methodology for how each cost pool expense is distributed across cost centers/programs.

3.4 Monitoring and Audit Requirements

Participate in on-site or desk review monitoring of HMGF Affiliates conducted by the Children’s Forum and ensure all HMGF records are available for review. See ATTACHMENT 3 – MONITORING AND AUDIT REQUIREMENTS. The Forum is responsible for monitoring grant, subrecipient and contract supported activities to assure compliance with Federal and State requirements and that performance goals are being achieved. In accordance with 45 CFR §75.342 (also 2 CFR §200.328), *Monitoring and reporting program performance*, subrecipient monitoring must cover each program, function and activity.

Make programmatic and fiscal records available to the Forum HMGF Contract Compliance Coordinator and its designees or other State of Florida staff during normal business hours, Monday through Friday, from 8:00 a.m. to 5:00 p.m., except for official state-recognized holidays, as necessary for satisfactory Contractor performance, record keeping, reporting, and accountability. The Contractor shall assist the Forum staff for successful monitoring for the duration of this Contract at no additional cost.

If the Contractor is a subrecipient as opposed to a vendor as specified in section 1.1 of this contract; then the Contractor will provide a financial and compliance audit to the Forum, if applicable, and ensure that all related party transactions are disclosed to the auditor.

3.5 CPA Audit

The contractor shall submit their CPA Audit by **November 15, 2024, and within thirty (30) days of receipt**.

3.6 Technical Assistance and Training

Participate in training and technical assistance as requested or recommended by the HMGF State Coordinating Office (SCO). This must include participation in the Annual HMGF State Meeting and the HMG National Forum. Funds for at least one person to travel to the HMGF State Meeting and HMG National Forum must be included in the Affiliate’s annual budget.

3.7 Partner and Affiliate Counties Team (PACT) Meetings

Participate in quarterly affiliate team collaboration meetings to gain updates and training from the HMGF State Coordinating Office. If you are unable to attend due to extenuating circumstances a meeting must be scheduled with the State Coordinating Office to review the information covered.

3.8 E-Verify

Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term.

HMGF Affiliate additionally agrees:

- To provide notice, within five (5) calendar days, to the HMGF State Coordinating Office at HMGFreports@thechildrensforum.com of any new employees hired during the term of this contract. This notice shall include the name of the individual, position, new hire's E-Verify case number, and written confirmation of a clear background screening.
- To sign an affidavit in accordance with paragraph (2)(b) of s. 448.095, F.S. and submit it to the HMGF Coordinating Office at HMGFreports@thechildrensforum.com.
- To enroll and participate in the E-Verify program within thirty (30) days of the effective date of this contract. The HMGF Affiliate shall submit a copy of the "Company Profile" screen indicating the enrollment in the E-Verify program and make such record(s) available to the Forum upon request. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.)
- To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors, and to make such records available to the Forum as requested or during monitoring visits.

3.9 Background Screening

The Contractor shall ensure that background checks are conducted on current and newly hired employees, including subcontractor employees, interns, and volunteers working within the HMG program have appropriate background screens based upon their roles and responsibilities as specifically defined in ATTACHMENT 1 - GENERAL ASSURANCE, TERMS, and CONDITIONS, Section MM. Background Screening.

The Contractor additionally agrees:

- To submit written confirmation each state fiscal year stating that all required staff, subcontractor employees, interns, and volunteers have a clear background screening and noting the most recent date of screening on the HMGF Staff Information Sheet. Confirmation is due to the HMGF State Coordinating Office **within thirty (30) days of contract execution** and thereafter **by July 15th**.

3.10 Procurements and other purchases

Have documented procurement policies and procedures that meet the minimum requirements of state statutes, rules, and regulations at set in ss. 215.971, 287.057, and 287.058, F.S.

3.11 Subcontracts

If the Forum permits the Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Contractor that all such subcontract arrangements shall be evidenced by a written document which shall include:

- A detailed scope of work.

- Specific deliverables with quantifiable, measurable, and verifiable units.
- Performance measures and financial consequences, and
- Applicable terms and conditions.

The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval of the Forum. Any subcontract or other transfer of duties and responsibilities without prior review and approval of the Forum shall be null and void. The review of the written subcontract document by the Forum will be limited to a determination of whether subcontracting is permissible and the inclusion of applicable terms and conditions of the Contract. In subcontracting, the Contractor shall ensure that the subcontractor has the same responsibilities to the Contractor with respect to the subcontracted work that the Contractor has to the Forum.

The Contractor shall provide all subcontracts and supporting documents (listed below) to the Children’s Forum HMGF Contract Compliance Coordinator for approval prior to execution.

- Copy of agreements/subcontracts
- Subrecipient vs. Vendor determination
- Organizational chart and HMGF staff list for the subcontractor
- Monitoring plan for subrecipient agreements/contracts

If the subcontract is to a non-profit agency for 2-1-1 services to provide a Centralized Access Point, then the subcontractor shall be considered a vendor for the purposes of this contract and no monitoring plan is required.

If the majority of the contract funds awarded to the Affiliate from the Forum are subcontracted to another subrecipient agency, the Forum reserves the right to perform programmatic and financial monitoring of the subcontractor’s records as directly relate to duties they perform for HMGF.

The Contractor shall administer the activities of the subcontractor and continue to be responsible for all work performed and all expenses incurred under this Contract. The Contractor further agrees that the Forum shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Forum against such claims. The Contractor retains sole responsibility for the qualifications of all persons working on this Contract whether Contractor's employees or any Subcontractors' employees.

3.12 Staff Qualifications and Substitutions

Ensure that all staff assigned to this contract are qualified to deliver services under the terms and conditions of this Contract, including.

- Ensuring staff qualifications include not only appropriate educational background based upon job duties, but also experience in similar or like employment,
- Ensuring staff qualifications are in writing for all staff assigned to this contract while the contract remains in effect, and
- Ensuring staff qualification requirements are also met for any approved subcontractors.

The Contractor shall notify the HMGF State Coordinating Office by email, no later than ten (10) calendar days of any changes in the staff assigned to this Contract and shall include information related to replacement staff assigned to the Contract. Changes in staff may be subject to review and approval of the Forum and require submission of an updated HMGF Staff List to HMGFreports@thechildrensforum.com.

- The Contractor shall ensure all HMGF personnel files contain (and retain) the following

documentation upon hire:

- Resume and/or application, (five years of employment history)
 - Job descriptions
 - Education documentation – copy of college transcripts if a college degree is required for the position
 - All applicable professional licenses claimed, if applicable
 - E-Verify
 - Background screening
- The Contractor shall ensure all new HMGF staff receive the appropriate training and/or policies and have on file documentation that the staff have received these policies and/or training, including:
 - Confidentiality
 - Conflict of Interest
 - Drug free workplace
 - Discrimination and sexual harassment
 - Abuse and Grievance
 - Whistleblower
 - Data Security and Integrity
 - Position related training and policies

3.13 Personnel Costs – Time Distribution

The Contractor shall maintain and retain timesheets and signed monthly Personnel Activity Reports (PARs) for all staff charging time partially or entirely to the HMGF program. The timesheets and monthly PARs shall specify the number of hours dedicated to the HMGF program and account for the total activity for which each employee will be compensated under HMGF. The Contractor shall only request payment for staff time expended in the HMGF program.

3.14 Unauthorized Alien(s)

The Contractor shall comply with section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a) and shall not employ unauthorized aliens in the HMGF program. The Forum shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act and such violation shall be cause for unilateral cancellation of the Contract by the Forum.

3.15 Travel

The Contractor shall reimburse staff for travel expenses incurred during the invoice periods of this contract pursuant to s. 112.061, F.S. and ensure all travel charged partially or in full to HMGF is documented utilizing the Department of Financial Services *Voucher for Reimbursement Form, DFS-AA-15*. All travel documentation shall be retained by the Contractor, including necessary receipts, agendas, maps, and other travel reimbursement related documents. Travel reimbursement form with mileage and maps shall be submitted with monthly invoices when travel expenses are being claimed.

The Forum will consider only travel performed in connection with approved contract activities for reimbursement. The statute allows costs for preapproved, reasonable and necessary per diem allowances and travel expenses. The Forum shall reimburse the Contractor at the standard travel reimbursement rates that s. 112.061, F.S., establishes, and the Contractor shall comply with all applicable state requirements and the *DOE Travel Guide*, is hereby adopted and incorporated by reference as if fully set out herein.

3.16 Electronic Communication Devices

Retain documentation related to the use of cellphones or other electronic communication devices and services, including:

- The itemized billing for each device's utilization,
- Attestation by each user that all calls, texts, and communications were HMGF work related, or
- For any calls, texts or communications that were not HMGF work related, retain evidence that the employee either reimbursed the Contractor for the cost of non-HMGF work related calls, texts or communications, or the Contractor deducted the amount of the non-HMGF work related call from the invoiced amount to the Children's Forum.

3.17 Marketing Materials, Public Announcements, Press Releases, Sponsorships

The Contractor shall not provide any information to any media representative or any other external party regarding the Contract or any services delivered under the Contract without prior written approval from the Forum. The Contractor shall notify the Children's Forum verbally within one (1) hour and in writing within one (1) business day of any inquiries received from any media outlet or representative. To notify the Children's Forum verbally, call (850) 487-6300. To notify in writing, complete the *Media and Press Release Request/Notification form* and submit to the HMGF State Coordinating Office at helpmegrow@thechildrensforum.com.

Additionally, the Contractor shall submit for review and approval, along with the *Media and Press Release Request/Notification form*, any materials developed by the Contractor or that will publish on a media source or for a marketing campaign prior to release. On all marketing and training/educational materials, the Contractor shall ensure use of appropriate logos as stated in the *HMGF Public Awareness and Style Guide*. The Children's Forum *HMGF Public Awareness and Style Guide* is hereby adopted and incorporated by reference as if fully set out herein.

The Contractor is prohibited from using Contract information, sales values or sales volumes, or the Forum's stakeholders or customers, in sales brochures or other promotions, including press releases, unless prior written approval is obtained from the Forum. As required by s. 286.25, F.S., if the Contractor is a nongovernmental organization, which sponsors a program financed wholly or in part by state funds, including funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by the Children's Forum and the State of Florida, Division of Early Learning." If the sponsorship reference is in written material, the words "State of Florida, Division of Early Learning" and "Children's Forum" shall appear in the same size letters or type as the name of the organization.

3.18 Change of Ownership of Contractor

Notify the Forum's HMGF State Coordinating Office at HMGFreports@thechildrensforum.com within twenty-four (24) hours of learning of the potential change in ownership of the Contractor following the Contract effective date. The Contractor must describe the circumstances of such change and indicate when the change is likely to occur. Subsequent to the email notification, the Contractor shall additionally provide written notification on letterhead to the Forum's HMGF State Coordinating Office within 10 calendar days of the date of the email notification.

3.19 Licenses, Permits, and Taxes

The Contractor shall pay for all licenses, permits, taxes, or other fees required for the performance of this Contract.

3.20 Insurance General Requirements

The Contractor is required to carry four (4) types of insurance:

- 1-Liability
- 2- Errors and Omissions (Professional Liability)
- Unemployment Compensation
- Worker's Compensation

The Children's Forum must be named as an additional insured on the required Liability insurance and Errors and Omissions insurance policies as evidenced by being named as the Certificate Holder on the Certificate of Insurance submitted to the Children's Forum. All insurance coverage shall be maintained in full force and effect during the term of the Contract. Failure to maintain such coverage may void the Contract. If the insurer for any reasons cancels any of the coverage, the Contractor shall immediately notify the Forum of such cancellation and shall obtain replacement coverage acceptable to the Forum and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

- ***Proof of Insurance***

All insurance policies shall be only with insurers qualified and doing business in Florida. The Forum shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance accompanying the Contract documents. The Forum shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

The Contractor agrees to maintain the following coverages:

- ***Liability Insurance***

The Contractor shall maintain adequate liability insurance coverage on a comprehensive basis and always hold such liability insurance during the existence of the Contract and any renewal(s) and extension(s) of it. By execution of the Contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under the Contract. A self-insurance program established and operating under the laws of the State may provide such coverage.

- ***Workers' Compensation Insurance***

During the Contract term, the Contractor at its sole expense shall provide workers' compensation insurance in accordance with Chapter 440, Florida Statutes, with such terms and limits as may be reasonably associated with the Contract with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. The policy shall cover all employees engaged in any Contract work. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

- ***Unemployment Compensation Insurance***

The Contractor, during the life of the Contract, must comply with the reporting and contribution payments required under Chapter 443, Florida Statutes, for all employees connected with the work of the Contract.

- ***Errors and Omissions Insurance***

The Contractor shall obtain and keep in force during the life of the Contract, Errors and Omissions Insurance which shall indemnify and pay on behalf of the Contractor for direct

loss which may be incurred due to human error, computer error, machine error, or equipment problems, whether caused by negligence, error, omission or mistake by the Contractor, subcontractor, any employee, officers or agents thereof. Errors and Omissions Insurance coverage shall not limit any liabilities or any other obligations that the Contractor has under the Contract.

3.21 Prior Approval of Property/Equipment Purchase

The Contractor shall obtain prior written approval from HMGF State Coordinating Office for any Information Technology Resource (equipment, software, or property), over the \$5,000 threshold, purchased using funds from this contract. The Contractor agrees to secure said prior approval by means of *Help Me Grow Florida Prior Approval Request Form*, available from HMGF State Coordinating Office at HMGFreports@thechildrensforum.com.

3.22 Inventory of Property

The Contractor shall conduct a physical inventory of equipment purchased with HMGF funds at least once per year **by June 15, 2025**, as well as whenever there is a change of custodian, change of custodian's delegate, or new equipment is purchased. The Contractor must provide its updated *HMGF Property Inventory* list as indicated in Section 4.0 – Reporting Requirements subsection 4.2. The following nine (9) elements shall be included in the Property Inventory List:

- Description of equipment
- Serial number, model number, or other identification number
- Funding Source
- Date acquired (purchased)
- Cost
- Current location of the equipment
- Date of last physical inventory
- Disposition
- Name of Custodian

3.23 Disposition of Equipment

Based on Section 274.055, Florida Statutes, and *Division of Early Learning Program Guidance 240.02*, when original or replacement equipment acquired under the contract is no longer needed for the original project or program or for other activities currently or previously supported by the awarding agency, disposition of the equipment will be made as follows:

- Items of equipment with an acquisition cost of less than \$1,000 may be retained, sold, or otherwise disposed of with no further prior approval requests or reporting requirement obligations to awarding agency.
- Items of equipment with an acquisition cost of \$1,000 or more and a useful life of one year or more may be retained or sold and the Forum shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Forum's share of the equipment's original costs. (i.e., if 100% of equipment cost was charged to Forum-funded program, 100% of the disposal proceeds are subject to Forum instructions).

3.24 Accessible Electronic Information Technology

The Contractor agrees that by entering into this contract, the Contractor will.

- Provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility. See s. 282.603, F.S.
- Confirm that telecommunications and website are consistent with accessibility

requirements as defined in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998.

- Whenever practicable, collect, transmit and store contract, program, and project-related information in open and machine-readable formats rather than in closed formats or on paper as provided in 2 CFR §200.335, Methods for collection, transmission, and storage of information.

3.25 Information and Data Security Requirements

The Contractor shall comply with the Division of Early Learning's (DEL) *Information Technology Security Manual*, Rule Chapter 74-2, F.A.C., Florida Cyber Security Standards, and employ adequate security measures to protect the Forum and DEL's information, applications, data, resources, and services. DEL's *Information Technology Security Manual* is hereby adopted and incorporated by reference as if fully set out herein.

3.26 Prohibition of Peripheral Devices for Confidential Data Storage

The Contractor, including its employees, subcontractors, agents, or any other individuals to whom the Contractor exposes confidential information obtained under the Contract, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to comply with this provision shall constitute a breach of Contract.

3.27 Confidential Data

The Contractor and its subcontractors shall treat data obtained from the Forum, DEL, Early Learning Coalitions or other Partner Agencies as confidential as required under ss.1002.72 and 1002.97, F.S., and other applicable laws. The Contractor agrees not to use or disclose any information concerning services under this Contract for any purpose not in conformity with state and federal laws or regulations except when authorized by written consent and/or by law, and then only with the prior written approval of the Forum. The provisions of the Florida Public Records Act, Chapter 119, F. S., and other applicable state laws will govern disclosure of any confidential information received by the State of Florida. The Contractor shall comply with the *Help Me Grow Florida Confidentiality and Privacy Guidelines update 11.13.19* and employ adequate security measures to protect the Forum and DEL's information, applications, data, resources, and services. The *Help Me Grow Florida Confidentiality and Privacy Guidelines update 11.13.19* is hereby adopted and incorporated by reference as if fully set out herein.

3.28 Record Retention

Cooperate with the Forum during the contract, and subsequent required retention period, to facilitate the duplication and transfer of any records or documents upon request of the Forum or its designees. The length of retention for these records in Florida is **five years** after the completion of the project provided that applicable audits have been released. If an audit, litigation, claim, negotiation, or other action involving the records has been initiated before the expiration of the retention period, and the disposition of the records, or if audit findings have not been resolved at the end of five years, the records shall be retained until completion of the action and resolution of all issues which arise from the audit findings through litigation or otherwise. In no case will such records be disposed of before the five fiscal years minimum.

3.29 Return or Destruction of Confidential Data

Upon termination of the Contract for any reason, the Contractor agrees to either return to the Forum or, if return is not feasible, destroy all confidential information in whatever form or

medium that the Contractor received from or created on behalf of the Forum to include without limitation all copies and backups. This provision shall also apply to all confidential information that is in the possession of subcontractors or agents of the Contractor. In such case, the Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of confidential information. Contractor shall complete such return or destruction as promptly as possible, but not more than forty-five (45) calendar days after the effective date of the conclusion of the Contract. Within the forty-five (45) calendar day period, Contractor shall certify on oath in writing to the Forum that such return or destruction has been completed.

If the Contractor believes that ultimate destruction of the information is feasible but that to do so is not feasible or recommended to occur within the required forty-five (45) days, Contractor must contact the Contract Manager and provide the basis for the delay. If the Contract Manager determines that it is in the best interest of the Forum to extend the time for return or destruction of the confidential data, the Contract Manager shall in writing notify the Contractor of the length of the extension and shall include the written notification in the Contract Manager's official contract file. If Contractor believes that the return or destruction of confidential information is not feasible, Contractor shall provide in writing within forty-five (45) days, the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction is not feasible, Contractor shall continue the protections provided for in this contract as long as Contractor maintains the confidential information.

3.30 Breach of Security/Subpoenas

Notify the Forum verbally and in writing at helpmegrow@thechildrensforum.com within twenty-four (24) chronological hours after Contractor learns of a security incident or breach of any data in the Contractor's possession, related to the Contract, or the data is subpoenaed or used, copied, or removed (except in the ordinary course of business) by anyone except an individual authorized by the Forum to use, copy, or remove data. The Contractor shall cooperate with the Forum in taking all steps, as the Forum deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

3.31 Mandatory Reporting of Fraud/Criminal Activity

Notify the Forum verbally and in writing at helpmegrow@thechildrensforum.com within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours all suspected or known instances of the Contractor's or its subcontractor's operational criminal activities and all violations involving fraud, bribery or gratuity violations potentially affecting this contract and/or the related program(s).

3.32 Notification of Legal Action

Notify the Forum verbally and in writing at helpmegrow@thechildrensforum.com within twenty-four (24) chronological hours of becoming aware of legal actions taken against it or potential actions such as lawsuits, related to services provided through this contract or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the Forum.

3.33 Conflict of Interest/Related Party Contracts

The Contractor certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, and that the Contractor has disclosed all such relevant information if such a conflict of interest appears to

exist to the Children's Forum, Inc. Any future conflict of interest on the part of the Contractor shall be immediately disclosed to Children's Forum, Inc.

3.34 Minority Business Enterprise Certification

Submit the **Certified Minority Business Report (CMBR)** to the Forum at HMGFReports@thechildrensforum.com, with every monthly reimbursement request. The CMBR shall report all expenditures with Florida Certified Minority Business Enterprises as certified under s 287.0943, F.S. The Contractor shall report all small, minority-, women-, and service-disabled veteran business enterprise Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the form provided with this contract as **Exhibit D – Certified Minority Business Report**. The Contractor shall submit this form with each invoice submitted for payment, whether funds have been spent with a small, minority-, women-, and service-disabled veteran business enterprise subcontractor for the period covered by the invoice. The Office of Supplier Diversity, Florida Department of Management Services will assist in furnishing names of qualified minorities.

3.35 Budget and Contract Revisions

The Budget in **Exhibit A – Budget by OCA** establishes the allowable limits and rates for each budget category. The Contractor must adhere to the project budget and budget narrative as approved with this Contract; however, unspent funds within a particular line item may be moved to another line item with prior approval from the Forum at HMGFReports@thechildrensforum.com. The Forum may approve such changes if the following conditions are met:

- The change does not decrease or increase the original dollar amount of the contract budget.
- There is another line item in the budget from which the Contract can shift funds without affecting the scope of work.

Budget revisions that do not meet the above conditions will require a **properly executed Contract Amendment**. Requests for contract amendments shall be in writing to HMGFReports@thechildrensforum.com with justification supporting the need for a contract amendment. The Contractor shall not make changes to the contract or related activities until written approval is received from the Forum.

4.0 REPORTING REQUIREMENTS

The HMGF Contractor agrees to submit via email to the Forum HMGF State Coordinating Office at HMGFReports@thechildrensforum.com all plans, deliverables and evidence of activities, as required by this Contract, by the **15th of the each month following the end of the current reporting period or as specifically stated below.**

4.1 Contract Execution Documents

The following documentation is due **with the executed contract** and **signed Attachments 1-7**. These documents are also due again annually before the beginning of the following fiscal year.

- 4.1.1 Budget by OCA (for current fiscal year), signed
- 4.1.2 Budget Narrative (for current fiscal year)
- 4.1.3 Subcontracts (for review and approval before execution)
- 4.1.4 Subrecipient vs. Vendor Checklist for subcontracts (submit with the subcontracts)

The following supporting documentation is due on or before **October 15, 2024**, as part of the contracting process. These documents are also due again annually the following year by July 15th.

- 4.1.5 Certificate of Insurance and when current policy expires.
- 4.1.6 E-Verify affidavit form and copy of your Company Profile from E-Verify website
- 4.1.7 Background Screening compliance letter for new and existing staff charged to HMGF
- 4.1.8 HMGF Staff Information sheet indicating most recent date of Background Screening

The following supporting documentation is due **once**, as part of the contracting process:

- 4.1.9 Work Plan – **due November 15, 2024**
- 4.1.10 Continuous Quality Improvement Plan (CQI) – **due November 15, 2024**
- 4.1.11 Sustainability Plan – **due November 15, 2024**
- 4.1.12 Cost Allocation Plan – **due November 15, 2024**
- 4.1.13 Organizational Chart, with names and HMGF roles – **due November 15, 2024**, and whenever HMGF staff changes occur
- 4.1.14 Flowchart, provide a visual process map/work flowchart of how HMGF services are implemented and provided to families, which should include the sequence of steps through all entry points (2-1-1 calls, screening events, online screenings, etc.) - **due November 15, 2024**

4.2 Annual Documents

The documentation in 4.1.1-4.1.8 above and the following documentation is due **each year**.

- 4.2.1 Subrecipient Monitoring Plan for current fiscal year, if applicable – **due November 15, 2024**
- 4.2.2 Cell Phone Attestation form, signed for previous FY – **due August 15, 2025**
- 4.2.3 Updated Property/Equipment Inventory List– **June 15, 2025, and whenever equipment is purchased.**
- 4.2.4 Physician Champion agreement letter– **due January 15, 2025**, and whenever a new physician champion is added or changed.
- 4.2.5 Certificate of Insurance–**due October 15, 2024**, and upon expiration of current policies
- 4.2.6 Internal Controls Questionnaire – **due October 31, 2024**

4.2.7 CPA Audit for previous fiscal year—**due November 15, 2024, and within thirty (30) days after receipt.**

4.3 Monthly Deliverables

Submit the following documentation **on or before the 15th of each month.** First monthly deliverable due **November 15, 2024**

- 4.3.1 Invoice Cover sheet, signed
- 4.3.2 Expenditure Report, signed
- 4.3.3 Certified Minority Business Enterprise Report, signed
- 4.3.4 General Ledger
- 4.3.5 Monthly Summary Report
- 4.3.6 Monthly Data Report
- 4.3.7 Travel/Mileage State of Florida *Voucher for Reimbursement Form* and maps, if mileage or travel is being claimed that month
- 4.3.8 Prior Approval for Equipment and Property Purchases, as needed

4.4 Semiannual and Other Deliverables

Submit the following additional documentation:

- 4.4.1 Social Media Logs due- **January 15, 2025 and July 15, 2025**
- 4.4.2 Leadership Team Meeting agendas, list of attendees – **due January 15, 2025, and July 15, 2025**
- 4.4.3 Spending Projection Report – **due January 15, 2025, and March 15, 2025**
- 4.4.4 Outreach Materials inventory – **due June 15, 2025**

4.5 Internal Controls – Annual Self-Assessment

The Contractor is required to perform a self-assessment of internal controls by completing DEL's annual *Internal Control Questionnaire (ICQ) Survey* form. The Contractor shall submit the completed ICQ Survey form to the Forum, by **October 31, 2024**, unless the Forum provides other written instructions.

4.6 Annual Summary Report

The Contractor shall submit a final Annual Summary Report on **July 25, 2025**, that provides information on the major actions taken for the Contract year this includes accomplishments, challenges, how each of the expected outcomes in **Sections 2.0 – Scope of Work** were met and if not met, why not, and any recommendations for the subsequent year.

4.7 Contractor Correspondence Format

The Contractor shall deliver all products in formats acceptable to Forum and all correspondence using the software standards of the Forum that include Adobe pdf and 2007 or later versions of Microsoft Word, Excel, PowerPoint.

5.0 DELIVERABLES TABLE

The Children's Forum agrees to pay for the services provided as specified in Section 2.0 - Scope of Work. Evidence of completion along with other deliverables and documentation as specified in Section 4.0 - Reporting Requirements shall be submitted by the Contractor to receive reimbursement payments on this Contract.

Deliverable	Tasks/Activities	Evidence of Completion	Due Date	Payment
Work Plan	The Contractor will submit for review and approval a detailed work plan setting goals, objectives, and clearly establishing roles, responsibilities, and timeframes of the activities of the project	Work Plan	November 15, 2024	Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.
Continuous Quality Improvement Plan (CQI)	The Contractor will submit a detailed continuous quality improvement plan with activities to ensure the success of programs and services through ongoing analyses and modifications in response to lessons learned.	CQI Plan	November 15, 2024	Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.
Sustainability Plan	The Contractor will submit a Sustainability Plan to include documentation of current efforts and future plans to apply for grants, pursue private donations, and solicit in-kind donations.	Sustainability Plan	November 15, 2024	Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.
Cost Allocation Plan	The Contractor shall submit a cost allocation plan that explains the methodology for how each cost pool expense is distributed across cost centers/programs.	Cost Allocation Plan	November 15, 2024 and when updates are made	Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.
Organizational Chart	The Contractor shall submit an agency-wide Organizational Chart, with names, positions and HMGF roles identified.	Organizational Chart	November 15, 2024, and whenever changed	Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.
Physician Champion letter	The Contractor will provide a letter of acknowledgement from each designated physician of his or her role as Physician Champion.	Letter of Acknowledgement	January 15, 2025 and as additions or changes are made	Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.

CPA Audit	The contractor shall submit their most current CPA Audit	CPA Audit	November 15, 2024, and within thirty days of receipt	Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget
Property/ Equipment Inventory update	The Contractor shall conduct a physical inventory of property and equipment purchased with HMGF funds at least once per year as well as whenever there is a change of custodian or change of custodian's delegate.	Property/ Equipment Inventory form	June 15, 2025, and updated when equipment is purchased	Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.
Internal Control Questionnaire	The Contractor is required to perform a self-assessment of internal controls by completing the Florida Department of Education, Division of Early Learning's annual Internal Control Questionnaire (ICQ) Survey Form.	Completed ICQ Survey form	October 31, 2024	Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.
Outreach Materials Inventory	The Contractor shall conduct a physical inventory of Outreach materials at least once per year	Outreach Materials Inventory Form	June 15, 2025	Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.
Flowchart	The Contractor shall provide a visual process map/work flowchart of how HMGF services are implemented and provided to families, which should include the sequence of steps through all entry points (CAP, screening event, online screening, etc.)	Flowchart	November, 15, 2024	Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.
One month of services and activities as set forth in section 2.0 – Scope of Work	<p>The Contractor shall provide a Centralized Access point to assist families with early childhood questions.</p> <p>The Contractor will employ and retain a full-time Care Coordinator to conduct developmental screenings, care coordination and referrals to services.</p> <p>The Contractor will conduct a minimum of ten (10) child developmental screenings per month</p> <p>The Contractor will serve a minimum of ten (10) new children per month</p> <p>The Contractor will provide a minimum of ten (10) referrals per month for families to community programs and services.</p>	<ul style="list-style-type: none"> • Monthly Data Report • Monthly Summary Report 	Monthly; by the 15 th of the month following the end of the reporting period	Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.

<p>One month of services and activities as set forth in section 2.0 – Scope of Work</p>	<p>The Contractor shall conduct a minimum of two (2) Child Healthcare Provider Outreach activities per month to physicians and other healthcare providers to educate and motivate physicians and other child healthcare providers to conduct child screenings and to utilize the HMGF centralized access point.</p>	<ul style="list-style-type: none"> • Monthly Data Report • Monthly Summary Report 	<p>Monthly; by the 15th of the month following the end of the reporting period</p>	<p>Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.</p>
<p>One month of services and activities as set forth in section 2.0 – Scope of Work</p>	<p>The Contractor shall conduct a minimum of two (2) Family & Community Outreach activities per month to develop associates and/or partners in the local community promote HMGF and inform the families and community of the importance of child screening and the role of HMGF.</p>	<ul style="list-style-type: none"> • Monthly Summary report • Monthly Data Report 	<p>Monthly; by the 15th of the month following the end of the reporting period</p>	<p>Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.</p>
	<p>The Contractor shall collect, track, and report on the HMGF Common Indicator Data to the HMGF State Coordinating Office monthly.</p>	<ul style="list-style-type: none"> • Monthly Data Report 		
<p>Social Media Log</p>	<p>The Contractor shall update and post to their organization’s social media accounts such as Twitter, Facebook, and Instagram a minimum of two (2) unique social media posts per month. Twice per year, the Contractor shall submit a report showing two (2) monthly posts for the previous 6 months.</p>	<p>Social media log, which includes six months of posts with date, posted, URL, summary of content.</p>	<p>On January 15 and July 15 of each year with the monthly deliverable</p>	<p>Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.</p>
<p>Leadership Team update</p>	<p>The Contractor shall hold at least two (2) meetings of their local HMGF Leadership Team each fiscal year.</p>	<p>Leadership Team meeting agendas and list of attendees for meetings</p>	<p>January 15, 2025 and July 15, 2025 with the monthly deliverable</p>	<p>Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget</p>
<p>Spending Projection Report</p>	<p>The Contractor will submit a spending projection report to show accurate projected spending through June 30 of each year.</p>	<p>Spending Projection Report</p>	<p>On January 15 2025, and March 15, 2025</p>	<p>Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.</p>
<p>Annual Report</p>	<p>The Contractor will submit an Annual Summary that provides information on the major actions taken for the fiscal year including accomplishments, challenges, how each of the expected outcomes in</p>	<p>Annual Summary Report</p>	<p>July 25, 2025</p>	<p>Reimbursement of allowable costs incurred in delivering services with the monthly invoice as specified in the approved budget.</p>

	Sections 2.0-Scope of work were met, and if not met, why not, and any recommendations for the subsequent year.			
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6.0 WARRANT OF AUTHORITY

This Contract, with its Exhibits A through D and Attachments 1 through 7, contain what the Parties have agreed upon. These are all the documents that constitute the Contract. Any changes are not valid until reduced to writing and signed by both parties.

IN WITNESS THEREOF, the Parties here to have caused these sixty-seven (67) pages contract, including its attachments, to be executed by their undersigned officials. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party, which has the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost, if applicable) to ensure proper planning, management and completion of the activities described herein.

<p>Contractor:</p> <hr/> <p>Signed by:</p> <p>Printed Name:</p> <p>Title:</p> <p>Date: _____</p> <p>Fed ID#: _____</p> <p>Provider Fiscal Years Ending Dates:</p> <p>Year 1 – FY 2024-2025.</p>	<p>Children’s Forum, Inc.</p> <hr/> <p>Signed by:</p> <p>Printed Name: Erin Smeltzer</p> <p>Title: President & CEO</p> <p>Date: _____</p>
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EXHIBIT A – BUDGET BY OCA

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EXHIBIT B – NARRATIVE FY24-25

Within the budget narrative, please briefly **describe each expense including detailing what it entails and explaining how it contributes to the project's objectives and overall success**. Your explanation should address the “what” and “how” questions regarding fund allocation. The format should **bulleted paragraphs** and should include **the cost calculation. If the related costs are included in the Budget by OCA, they do not need to be included in the Narrative (e.g. salaries).**

- Personnel – List each position and position description/summary that pertains to the project. The cost calculation should show the **percentage of time** devoted to the project.
- Travel – Explain the reason for travel expenses for staff and show the number of people traveling and unit costs in **the cost calculation**. Identify the location of travel and event.
 - For example: HMGF Florida meeting: 1 FTE x \$300 (per diem & vehicle rental x 2 days)
- Equipment – List items to be purchased. Explain how the equipment is necessary for the success of the project and, if necessary, the procurement method to be used. Include **the cost calculation**.
- Supplies – List expendable items by type and show the basis for computation in **the cost calculation**.
- Outreach (including Marketing/Advertising) – List types of outreach and show the basis for computation in **the cost calculation**.
- Consultants (including subcontractors/vendors) – Provide a description of the product or services to be provided by the consultant and an estimate of or detailing of exact cost.
- Other Costs – List items, such as rent, printing, postage, telephone, internet, janitorial, security services, etc by major type and show the basis of the computation in **the cost calculation**.
 - For example, for rent provide the square footage and the cost per square foot for rent and provide a monthly rental cost and the number of month’s rent will be needed. Include the percentage of rent assigned to HMGF via the Cost Allocation Plan in **the cost calculation**.

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EXHIBIT C – INVOICE COVER SHEET


 INVOICE COVER SHEET				
				Please add this amount to list below
Affiliate Name: _____			Amount Requested this Invoice: \$ _____	-
Affiliate Address: _____			Contract Number: 24-527-HMGFA-##	
Signature: _____		Deliverable #: _____		
Printed Name of Agency Official: _____		Invoice Reporting Period: _____		
Date: _____		Date Invoice Submitted: _____		
Phone Number: _____		Contract Period: _____		
Provider Certification: I certify that this invoice and attached expenditure report are a true and correct reflection of this period's activities, and that the service deliverables are related to the contract referenced above. Documentation supporting these reports are maintained at the affiliate address listed above.				
DESCRIPTION	SERVICE UNIT (reporting period)	REPORTING DUE DATE	# OF UNITS	AMOUNT INVOICED TO DATE (include current month)
Monthly Deliverable 1	July 1 - July 31, 2024	8/15/2024	1	
Monthly Deliverable 2	August 1 - August 31, 2024	9/15/2024	1	
Monthly Deliverable 3	September 1 - September 30, 2024	10/16/2024	1	
Monthly Deliverable 4	October 1 - October 31, 2024	11/15/2024	1	
Monthly Deliverable 5	November 1 - November 30, 2024	12/15/2024	1	
Monthly Deliverable 6	December 1 - December 31, 2024	1/15/2025	1	
Monthly Deliverable 7	January 1 - January 31, 2025	2/15/2025	1	
Monthly Deliverable 8	February 1 - February 28, 2025	3/15/2025	1	
Monthly Deliverable 9	March 1 - March 31, 2025	4/15/2025	1	
Monthly Deliverable 10	April 1 - April 30, 2025	5/15/2025	1	
Monthly Deliverable 11	May 1 - May 31, 2025	6/17/2025	1	
Monthly Deliverable 12	June 1 - June 30, 2025	7/15/2025	1	
Total YTD Invoiced				\$ _____
Children's Forum Use Only				
Date Invoice Received: _____		Date Deliverable Approved: _____		
Invoice Approved and Certified for Payment: <input type="checkbox"/> Yes <input type="checkbox"/> No		Approved Payment Amount: _____		
Project/Contract Manager Signature and Date of Payment Approval: _____				
Additional comments: _____				
<p>NOTE: Expenditure Report must be submitted with the Invoice Cover Sheet and both documents must be signed and legible for payment to be approved. For questions about this Invoice Cover Form please contact the Contract Compliance Coordinator at mdamron@thechildrensforum.com or email HMG at HMGReports@thechildrensforum.com.</p> <p>Sponsored by the Children's Forum and the State of Florida/Dept. of Education/Division of Early Learning</p>				
				Form revised 5/27/24

EXHIBIT D - CERTIFIED MINORITY BUSINESS REPORT

**STATE OF FLORIDA DEPARTMENT OF EDUCATION
MINORITY SUBCONTRACTORS UTILIZATION SUMMARY**

STATE OF FLORIDA DEPARTMENT OF EDUCATION

MINORITY SUB CONTRACTORS UTILIZATION SUMMARY

The Department's Supplier Diversity initiative strives to ensure the promise of Florida's future is shared by all of its residents, regardless of race, ethnicity, disability, neighborhood or background. To that end, the Department is dedicated to support, track and increase its small, minority-, women-, and service-disabled veteran business enterprise spending with prime contractors and subcontractors. This form was developed to assist in these efforts.

The Prime Contractor shall report all small, minority-, women-, and service-disabled veteran business enterprise Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the form below. The Prime Contractor shall submit this form with each invoice submitted for payment, ~~whether or not~~ funds have been spent with a small, minority-, women-, and service-disabled veteran business enterprise subcontractor for the period covered by the invoice. The Office of Supplier Diversity, Florida Department of Management Services will assist in furnishing names of qualified minorities. The Office of Supplier Diversity can be reached at (850) 487-0915; the Internet Web address is http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd.

CONTRACTOR: Affiliate Name _____

CONTRACT NO.: Contract # _____ REPORTING MONTH & YEAR: Month & Year

CONTRACT TITLE: Help Me Grow _____

MBE CONTRACTORS Full Name, Address, Telephone Number	State Certified	Non-Certified	Non-Profit	Dollar Amount

Total Amount \$ 0.00

Certified True and Correct by:

Submit Report to:

Contractor Signature

Children's Forum
HMGF Contract Compliance
1650 Summit Lake Drive,
Suite 210
Tallahassee, FL 32317

Contractor Name (typed)

Contractor Title

Date

For additional information, contact HMGF at the Children's Forum at 850-487-6300 or via e-mail at HMGFreports@thechildrensforum.com

GENERAL ASSURANCES, TERMS, and CONDITIONS CERTIFICATION

Authority for Data Collection-45 CFR Part 98.10"12; ss. 1001.213, 1002.75 and 1002.82, F.S.

Instructions:

In order to receive funding, all contractors must submit with the Contract, the *General Terms, Assurances and Conditions* certification. These certifications and assurances will be in effect for the duration of the project it covers. The Children’s Forum shall not require amendments unless required by changes in Federal or state law, or by other significant changes in the circumstances affecting a certification or assurance in the Contract.

The agency head or other authorized officer must sign the certification and return with the signed Contract. No reimbursements will be made by this agency without a current signed General Assurances certification form on file.

Certification:

I, the undersigned official am legally authorized to bind the named agency/organization, hereby to Contract for participation in the federally funded and/or state-funded program on behalf of the named agency/organization below. I certify that the agency will adhere to and comply with the attached **General Assurances, Terms, and Conditions** and all requirements outlined within its attachment.

Typed Agency Name

Contract Number

Typed Name and Title of Authorized Official
(Agency Head)

I certify that the agency will adhere to each of the assurances contained in the attached **General Assurances, Terms, and Conditions** as applicable to the project(s) for which this agency is responsible.

Signature (must be original)

Date

Area Code/Telephone Number

Return original to:

HMGF State Coordinating Office
Children’s Forum
HMGFreports@thechildrensforum.com or
1650 Summit Lake Drive, Suite 210
Tallahassee, FL 32317

All subrecipient contractors (and any subcontractors) are required to submit this certification form with an original signature along with each executed Contract to the Children’s Forum.

ATTACHMENT 1

General Assurances, Terms, and Conditions

By signing the Contract, the Contractor agrees to comply with the requirements, assurances and certifications, detailed below. Reference to Federal law or regulation and the following certifications and assurances are also hereby adopted and incorporated by reference as if fully set forth herein.

Assurance is hereby given that, to the extent applicable the Contractor:

- Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
- Will comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.
- Will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
- If applicable, after timely and meaningful consultation, the Contractor will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)
- Will agree for any contract-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, to treat same-sex spouses, marriages and households on the same terms as opposite sex spouses, marriages, and households, respectively. Marriage is between two individuals validly entered into in the jurisdiction where performed. This does not apply to registered domestic partnerships, civil unions or similar formal relations recognized under state law as something other than marriage. (For further detail, see Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. 7).
- Will not use federal funds awarded under this Contract for construction or the purchase of land.
- Will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
- Will submit reports to the Children's Forum, the state awarding agency, the Florida Department of Education and to U.S. governmental agencies as may reasonably be required to enable the stated agencies to perform their duties. The Contractor will maintain such fiscal and programmatic records, including those required under 20 U.S.C. 1234f, and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.

- Will assure that expenditures reported are proper and in accordance with the terms and conditions of the awarded Contract and approved project budget, and the official who is authorized to legally bind the agency/organization agrees to the following certification for all fiscal reports and/or vouchers requesting payment.
- Will provide reasonable opportunities for systematic consultation with and participation of parents, and other interested agencies, organizations, and individuals, including health-related community groups and non-profit organizations, in the planning for and operation of each program.
- Will assure any application, evaluation, periodic program plan, or report relating to each program will be made readily available to parents and other members of the general public.
- Will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
- Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval from the awarding agency.
- Will comply with all statutes relating to nondiscrimination. (These include but are not limited to Title VI of the Civil Rights Act of 1964 [P.L. 88-352], which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. 1681-1683 and 1685-1686], which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794], which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, as amended [42 U.S.C. 6101-6107], which prohibits discrimination on the basis of age.)
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- Will comply with the requirements in 2 CFR Part 180, Governmentwide Debarment and Suspension (Nonprocurement).
 - By signing the “General Assurances, Terms, and Conditions Certification”, I certify to the best of my knowledge and belief that the reports submitted are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the awarded Contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

A. "The Transparency Act" (as defined in 2 CFR Part 170)

Transparency Act Requirements: Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the State is required to report information regarding executive compensation and all sub-grants, contracts and subcontracts in excess of \$25,000 through the (Federal Sub-award Reporting System) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Disclosures and related assurances for subawards and subrecipient contracts should be accessed at the following USDHHS ACF link Transparency Act contract certifications.

If the Contractor fails to fully comply with these requirements DEL may determine the Contractor is not qualified to perform under this Contract and may use that determination as a basis to execute this Contract with another Contractor.

B. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Orders (E.O.) 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined in 2 CFR §§180.120, 180.125 and 180.200, no contract shall be made to parties identified on the General Services Administration's Excluded Parties List System as excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The Contractor certifies, through the duly appointed undersigned representative, that neither it, nor any Contractor person or affiliate, has been placed on the convicted vendor list or discriminatory vendor list, which can be found on the Florida Department of Management Services website. The Contractor understands and agrees that it must inform the Children's Forum immediately upon any change of circumstances regarding this status.

C. Certification (ACORN)

To comply with P.L. 111-117, the Contractor certifies that it will not distribute federal funds made available under this Contract to the Association of Community Organizations for Reform Now (ACORN) or its affiliates, subsidiaries, allied organizations or successors. In addition, the Contractor may not provide federal funds to any covered organization as House of Representatives (H.R.) 3571, the Defund ACORN Act, defines.

D. Certification regarding Contractor status as a non-major corporation

In accordance with 2 CFR §200.4 I 5, Required Certifications, the Contractor must certify whether it meets the definition of a major corporation. 2 CFR §200.414(a) defines major nonprofit organizations as those which receive more than \$10 million dollars in direct Federal funding.

- The Contractor is not a major nonprofit organization.
- The Contractor is a major nonprofit organization.

The Forum will provide additional instructions to the Contractor if they are a major organization.

E. Certification of cost allocation plan or indirect cost rate proposal

In accordance with 45 CFR §75.415 (also 2 CFR §200.415), Required Certifications, the Contractor certifies that it has submitted, or will submit with this agreement, cost allocation plan (CAP) or indirect cost rate proposal, as instructed by DEL*.

*Note: DEL's current cost allocation plan guidance instructs that no indirect cost rates are required or used by DEL at this time since Florida's early learning programs have administrative spending caps assigned by federal regulation and/or state statutes. For more details, please contact the Office.

F. Certification regarding subrecipient monitoring

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

G. Certification regarding immigration status

The Contractor certifies that it agrees to comply with the provisions of s. 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC part 1611); ensuring that only individuals eligible for services receive them.

H. Composition and Priority

The Contractor agrees to provide commodities or contractual services to Children's Forum, Inc. within the manner and at the location specified in the awarded contract, and any attachments to the Contract. The Contract Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or

conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of this agreement supersede the terms of any and all prior agreements with respect to this application.

I. Intellectual Property – Patent Rights

Pursuant to 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Contractor agrees that to the extent applicable under this contract to comply with the following: That Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Contractor in any resulting invention in accordance with 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, and any implementing regulations issued by the awarding agency. See this link for complete details if applicable: [Rights to Inventions](#).

If any discovery or invention arises or is developed in the course of or as a result of work or services performed with funds from this Contract, or in any way connected with the Early Learning Programs or the Forum, the Contractor shall refer the discovery to the Forum.

Pursuant to s. 286.021, F.S., if the discovery or invention arises or is developed in connection with the use of state funds, the Forum will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida.

J. Intellectual Property – Copyrights

Pursuant to 45 CFR § 75.322, Intangible property and copyrights, the U.S. Department of Health and Human Services, Administration for Children and Families, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under the Contract; and (b) any rights of copyright to which DEL or the Contractor purchases ownership with grant support funded by this Contract.

Pursuant to s. 286.021, F.S., and subject to claims of the U.S. Department of Health and Human Services, any and all copyrights accruing under or in connection with this Contract funded by DEL are hereby reserved to the State of Florida.

Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.

With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. §§ 102-105, such work shall be a “work for hire” as defined in 17 U.S.C. § 101 and all copyrights subsisting in such work for hire shall be owned exclusively by DEL pursuant to s. 1006.39, F.S., on behalf of the State of Florida.

In the event it is determined as a matter of law that any such work is not a “work for hire”, Contractor shall immediately assign to DEL all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.

The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Forum or a purchase by the Forum under a State Term Contract.

- DEL shall have full and complete ownership of all software developed pursuant to the Contract including without limitation: the written source code, the source code files, the executable code, the executable code files, the data dictionary, the data flow diagram, the work flow diagram, the entity

relationship diagram, and all other documentation needed to enable DEL to support, recreate, revise, repair, or otherwise make use of the software.

- This ownership interest will continue after the expiration or termination of the Contract.

K. Intellectual Property – Rights in Data

All data created by DEL or its authorized agent(s) or received by the Contractor from DEL or its authorized agent(s), whether electronic or hardcopy, during the duration of the Contract are the property of DEL and must be surrendered to DEL upon expiration, termination or cancellation of the Contract at no cost to the Office. See 45 CFR 75.322, Intangible property and copyrights.

L. Intellectual Property – Copyrights of third parties will not be violated

The Contractor further warrants that as to each Deliverable produced pursuant to this contract, Contractor's production of the Deliverable(s), and DEL's use of the Deliverable(s), will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. §§ 102 – 105 and to each exclusive right established in 17 U.S.C. § 106. In furtherance of this provision the Contractor additionally warrants the following.

- As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third-party software or other information technology, which was used to produce the Deliverable(s).
- As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.

M. Ownership of Products—Intellectual Property

The ownership of products resulting from a project, which are subject to intellectual property rights, shall remain with the Children's Forum unless such ownership is explicitly waived. The following terms and conditions apply to all contractors, unless explicitly waived:

- With respect to all products created by the contractor for this project, said materials will be the property of the Children's Forum.
- To the extent that any product constitutes a "work" within the meaning of U.S. copyright laws, 17 U.S.C.S. 101, et seq., it shall be a "work for hire." In the event that a court of competent jurisdiction determines that a product or material is not a work for hire as a matter of law, the Contractor shall assign and convey to the Children's Forum all right, title, and interest in the product or material and require its employees and subcontractors to do the same.
- The Contractor agrees that its employees will not assert any ownership of the product produced under the project. The Contractor shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure the Children's Forum's rights.
- Any claim by the Contractor of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
- The Contractor agrees that if it hires any third party to perform any work on the project, the work shall be on a "work for hire" basis and shall not in any way infringe upon the Children's Forum's ownership of the product.
- The Contractor agrees not to convey any rights in the product to a third party.
- If the Contractor hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of

the content and shall grant the Contractor and the Children's Forum the non-exclusive license to use the product.

- A licensing agreement or other agreement regarding the use of intellectual property developed under the project may be developed between the Children's Forum and Contractor in order to further the use of the products in the community.

N. Property

Property purchased, in whole or in part, with federal/state funds shall be used for the purpose of that federal or state program and accounted for in accordance with applicable federal and state statutes, rules, and regulations, as follows.

O. Disposition of Equipment - Based on Section 273.055, Florida Statutes, and Division of Early Learning Program Guidance 240.02, when original or replacement equipment acquired under the Contract is no longer needed for the original project or program or for other activities currently or previously supported by the awarding agency, disposition of the equipment will be made as follows:

- All computer and information technology equipment regardless of value or remaining useful life, and all other property purchased by Contractor pursuant to the Contract in the amount of \$1,000 (original purchase price) or more and having a useful life of one year or more shall revert to the Forum upon termination or conclusion of the Contract.
- Items of equipment with an acquisition cost in excess of \$1,000 and a useful life of one year or more may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- Proceeds received from the sale of property with a current per unit fair market value of \$1,000 through \$5,000 is the net amount received from such sales will remain at the sub-contractor level to be used in the same ongoing program.
 - Funds from such sales will be treated as other program income in the same ongoing program(s).
 - Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes.
 - Income from the sale of this type of property should be recorded in the agency's special revenue account as other income and identified as such for the cash advance reconciliation at the end of each fiscal year.
 - If the agency is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Children's Forum to be forwarded to the State of Florida.
 - Equipment that was initially purchased with federal or state funds with a current per-unit fair market value in excess of \$5,000, must be processed in accordance with 2 CFR §200.313(e)(2), with the assistance and written approval of the Children's Forum.

P. Public Records Law Compliance-s. 119.0701, F.S.

The Contractor, who is acting on behalf of the awarding agency as provided under s. 119.011(2), F.S., is required to comply with the Florida Public Records law • Chapter 119, Florida Statutes.

The Contractor specifically shall:

- Keep and maintain public records required by the Forum to perform the services under this Contract.
- Upon request from the Forum's custodian of public records, provide the Forum 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 the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Forum.
- Upon completion of the Contract, transfer, at no cost, to the Forum all public records in possession of the Contractor or keep and maintain public records required by the Forum to perform the service. If the Contractor transfers all public records to the Forum upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Forum, upon request from the Forum's custodian of public records, in a format that is compatible with the information technology systems of the Forum. The Contractor may transfer all public records related to this Contract back to the Forum at any time; however, the Contractor shall transfer all of the public records related to the Contract upon the closing or sale of the Contractor's business.
- The following records are specifically excluded from inspection, copying, and audit rights under the Contract.
 - Records of the Contractor (and subcontractor) that are unrelated to the Contract.
 - Documents created by and for the Forum or other communications related thereto that are confidential attorney work product or subject to attorney-client privilege, unless those documents would be required to be produced for inspection and copying by the Forum under the requirements of Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution.
 - The Contractor's (and subcontractor's) internal cost and resource utilization data, or data related to employees, or records related to other customers of the Contractor, or any subcontractor who is not performing services under this Contract.
 - If the Contractor has questions regarding the application of chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to the Contract, contact the Children's Forum at:
 - HMGF State Coordinating Office
 - Children's Forum
 - HMGFreports@thechildrensforum.com or
 - 1650 Summit Lake Drive, Suite 210
 - Tallahassee, FL 32317
 - (850) 487-6300

Q. Request for Records; Noncompliance

A request to inspect or copy public records relating to the Forum's contract for services must be made directly to the Forum. If the Forum does not possess the requested records, the Forum shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Forum or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the Forum's request for records, the Forum shall enforce the Contract provisions in accordance with the Contract.

A Contractor who fails to provide the public records to the Forum within a reasonable time may be subject to penalties under s. 119.10, F.S. A Contractor, who fails to provide the public records relating to this Contract for services, may be subject to civil action for reasonable costs of enforcement, including reasonable attorney's fees as provided under s. 119.0701(4), F.S.

R. Public Records - Proprietary or Trade Secret Information

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Florida Statutes. Any claim by Contractor of proprietary or trade secret confidentiality for any information contained in Contractor's documents (reports, deliverables or work-papers, etc., in paper or electronic form) submitted in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with this section.

The Contractor must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Contractor shall include information correlating the nature of the claims to the particular protected information.

The Forum, upon receiving a public records request that includes a request for any documents that the Contractor claims are confidential as proprietary trade secrets, may require the Contractor to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification under this section, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the Contractor fails to promptly submit a redacted copy, the Forum is authorized to produce the records sought without any redaction of proprietary or trade secret information. The Contractor shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

S. CCDF Salary Cap annual testing requirements

The Consolidated Appropriations Act, 2012 (P.L. 112-74), enacted December 23, 2011, limits the salary amount that subrecipient Contractors may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds. The Contractor may not use CCDF award funds to pay an individual's salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum annual Executive Level II salary for calendar year 2017 is \$187,000 and is accessible annually at [the U.S. Office of Personnel Management website](#). This amount reflects an individual's base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The Contractor shall apply this salary limitation to subawards/subcontracts under this agreement.

- Such contractors/grantees may not use grant funds to pay for salary costs that exceed the CCDF cap.
- Contractors/grantees must allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.
- The Contractor should perform and document an annual analysis using W-2 data.
- All CCDF-funded Contractors/grantees and subcontractors/sub-grantees are responsible for assuring compliance with this provision. All such CCDF fund recipients and subrecipients are responsible for enforcing other impacted entities of this compliance requirement.

All CCDF-funded subrecipient Contractors/grantees shall comply with salary cap reporting requirements outlined in this section.

T. Proper expenditure reporting

In accordance with 45 CFR §75.415 (also 2 CFR §200.415), Required Certifications, the official who is

authorized to legally bind the Contractor must include the following certification on annual and final fiscal reports or vouchers requesting payment. "By signing this report, I certify to the best of my knowledge and belief that the report as submitted is true, complete, and accurate, and the expenditures, disbursements cash receipts are for the purposes and objectives set forth in the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal or administrative penalties for false statements, false claims or otherwise. (U.S. Code Title 18, section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

U. Equal Employment Opportunity

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

V. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

Federal and state standards for procurement and contracts administration require all contracts in excess of \$2,000 discuss requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to contracts or agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

Each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Department of Labor.

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

The Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC 276a-276a7), the Copeland Act (40 USC 276c and 18 USC 874) and the contract Work Hours and Safety Standards Act (40 USC 327-333) regarding labor standards for federally assisted construction sub-agreements.

X. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Federal and state standards for procurement and contracts administration require all contracts in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to contracts or agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

- Contractors shall compute wages on a 40-hour week schedule and pay employees for extra hours worked.
- None shall be forced to work in unsanitary, hazardous or dangerous conditions or surroundings.
- These requirements do not apply to purchase of supplies, materials, or articles ordinarily available on the open market or contracts for transportation services.

Y. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as Revised

Contracts or subcontracts of amounts in excess of \$150,000 shall contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as Revised (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Z. Retention and Access to Records

Requirements related to retention and access to project/grant records, are determined by federal and state laws, rules, and regulations. Federal regulation 2 CFR §200.333, addresses the retention requirements for records that applies to all financial and programmatic records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal or Project award. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The length of retention for these records in Florida is five years after the completion of the project provided applicable audits have been released or if an audit, litigation, claim, negotiation or other action involving the records has been initiated before the expiration of the retention period and the disposition of the records or audit findings have not been resolved at the end of five years, the records shall be retained until completion of the action and resolution of all issues which arise from the audit findings through litigation or otherwise. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the Children's Forum or its designees upon its request.

The Contractor will cooperate with the Forum during the contract, and subsequent required retention period, to facilitate the duplication and transfer of any records or documents upon request of the Forum.

AA. Discriminatory Vendor Lists

In accordance with s. 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

BB. Convicted Vendor List

In accordance with s. 287.133(2)(a) and (b), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

CC. Scrutinized Companies Lists

Section 287.135, F.S., prohibits agencies from contracting with companies for goods or services of \$1 million or more that (1) are on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725, (2) are engaged in a boycott of Israel, (3) are 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 s. 215.473 or (4) are engaged in business operations in Cuba or Syria.

- If this Contract is in the amount of \$1 million or more, in accordance with the requirements of s. 287.135(5), F.S., Contractor, by signing this contract, hereby certifies that the company is not on the Scrutinized Companies that Boycott Israel List; is not participating in a boycott of Israel; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.
- Contractor understands and agrees that pursuant to s. 287.135, F.S., the submission of a false certification may subject the Contractor to civil penalties, attorney's fees, and/or costs.
- Further, Contractor understands and agrees that this Contract may be terminated at the option of DEL if the Contractor is found to have submitted a false certification, has been placed on one of the above referenced Scrutinized Companies lists or has been determined to be engaging in business operations in Cuba or Syria or is engaged in a boycott of Israel.

DD. Standards of Conduct

The Contractor shall comply with the provisions 45 CFR §75.327 (also 2 CFR §200.318), General procurement standards, regarding standards of conduct. It will establish safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

EE. Conflicts of Interest

Pursuant to 45 CFR §75.327 (also 2 CFR §200.318), General procurement standards, DEL must maintain oversight to ensure contractors perform scoped services in accordance with minimum standards or conduct.

- If the Contractor has a parent, affiliate or subsidiary organization that is not a state or local government the Contractor must also maintain written standards of conduct covering organization conflicts of interest.
- Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- The Contractor's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.

FF. Related Party Contracts

Pursuant to state statute and DEL instructions (s. 1002.84(20), F.S.), the Contractor shall provide DEL contract documentation for any contracts with Contractor employees, governing board members or relatives of either group as s. 112.3143(1)(b), F.S., defines. The Contractor must comply with disclosure and reporting requirements in state statute and DEL instructions (s. 1002.84(20), F.S.).

- Any governing board member(s) benefitting from Contractor agreement(s) must disclose in advance the conflict of interest and must abstain from the vote process.
- The impacted individual must complete the necessary conflict of interest disclosure forms.
- The Contractor shall present all such contracts to the governing board for a vote. A valid approval requires two-thirds vote of the Contractor's board, a quorum must be established.
- The Contractor shall not enter into or execute a contract in excess of \$25,000 with a member of the governing board or relative of a board member without DEL's prior approval.
- The Contractor does not have to obtain DEL's prior approval for contracts below \$25,000, however the Contractor shall:
- Adequately disclose and properly report and track such contract activity.
- Report such contracts to DEL within 30 days after receiving approval from the governing board.

GG. Reports-Florida Abuse Hotline

In compliance with Chapter 39 (s.39.201, F.S.), any employee of the Contractor who knows or has reasonable cause to suspect:

- That a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare or that a child is in need of supervision and care has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or,
- That a child is abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare, or
- That a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender,
- Then any employee of the Contractor shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

HH. Trafficking Victims Protection Act of 2000 - (TVPA)

Human Trafficking Requirements are hereby adopted and incorporated herein by reference as if fully set forth herein. This contract is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104(g), as amended)

II. Whistleblower's Act Requirements

In accordance with s. 112.3187, F.S. the contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of government office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer, or employee. The Contractor and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Forum's Inspector General, and the Florida Commission on Human Relations or the Whistleblower's Hotline number at 1-800-342-8170.

JJ. Purchase of American-Made Equipment and Products

Contractor agrees that, to the greatest extent practicable, all equipment and products purchased with funds made available by this Contract will be American-made. P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, § 507 - "It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

KK. Procurement of Recovered Materials

Pursuant to 2 CFR 200.317, Procurement by states, and 200.322, Procurement of recovered materials, all agreements shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

LL. No Contract Services to be performed Outside the USA

The Contractor and its subcontractors and agents are prohibited from (i) performing any of the Contract services outside the United States, or (ii) sending, transmitting or accessing any School Readiness Program or Voluntary Prekindergarten Education Program or other program related data pursuant to this contract outside of the United States unless approved by the Forum in writing. The Parties agree that a violation of this provision will:

- Entitle the Forum to immediately terminate the contract for cause upon email notice to Contractor's Contract Manager.
- Result in immediate and irreparable harm to the Forum, entitling the Forum to immediate injunctive relief.
- Entitle the Forum to recover damages for the breach. These damages will include all reasonable costs incurred by the Forum for investigations, forensic investigations, data recoveries, notifications and remediation.

MM. Background Screening

The Contractor agrees to ensure that background checks, including criminal history checks, are conducted on current and newly hired employees including subcontractor employees prior to the employee or subcontractor providing services under the Contract. The following criteria and definitions shall apply:

Any employee or subcontractor who has direct contact with children must have a Level 2 background check every 5 years. Any employee or subcontractor whose role with HMGF is limited to phone and e-mail contact with families and children and who will never be assisting at a screening or community event BUT has access to confidential information shall have a Level 1 background check every 5 years. An employee whose time is charged to this contract, but has no direct contact with children AND no access to confidential information, does not need a background check unless required by the Employer.

- Maintain verification for all personnel of the Contractor and of any subcontractor assigned to work on this contract of passing the background screening standards as set forth in s. 435.04, F.S., the highest level of education claimed, all applicable licenses claimed, and the past five years of employment history.
- Update the background screening every five years before the anniversary date of the prior background screening check, and thereafter, if the individual continues to perform under the contract.
- Conduct a new the background screening if there is a ninety (90) day lapse in employment from working on this Contract in which case the person shall be rescreened before being assigned to this contract.
- Arrange for and pay all the costs for background screenings.
- Require each employee it assigns to this contract to notify the Contractor within ten (10) days of being arrested for any criminal offense.
- Review the alleged offense, determine if the offense is one that would exclude the employee under a level 1 or level 2 screening, and if so remove the employee from work on this contract. The employee may not return to work on this Contract until cleared of all charges.
- The Contractor shall submit written confirmation each state fiscal year for the term of the contract stating that all required staff have a clear background screening and noting the date of the screening.

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ATTACHMENT 2

APPLICABLE FEDERAL AND STATE LAWS

1. Compliance with Applicable Laws

The Contractor shall comply with all Federal, State of Florida, and local laws, as applicable, governing its performance of the Contract, which include, but are not limited to, the citations as disclosed here.

2. Applicable federal laws and regulations

- 2 CFR §200, OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards (aka Uniform Guidance).
- 2 CFR 25.110 – Central Contractor Registration (CCR) and Data Universal Number System (DUNS) Numbers.
- 2 CFR Part 376 – No procurement Debarment and Suspension
- 2 CFR Part 382 – Requirements for Drug-Free Workplace (Financial Assistance)
- 45 CFR Part 75, United States Department of Health and Human Services Implementation of OMB’s Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards (aka 2 CFR §200)
- 45 CFR Part 80 –Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964
- 2 CFR Part 182 – Drug-Free Workplace Common Act Rule
- 45 CFR Part 84 –Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance
- 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance
- 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
- 45 CFR Part 93 – New Restrictions on Lobbying
- 45 CFR Part(s) 260-265 – Temporary Assistance for Needy Families (TANF) regulations
- Child Care Development Block Grant (CCDBG) Act of 2014 (Pub L 113-186); CCDBG Act of 1990, as amended, 42 U.S.C. s. 9858 et seq. as implemented by:
- 45 CFR Part 98 - Child Care and Development Fund: Final Rule.
- 45 CFR Part 99 - Procedures for Hearings for the Childcare and Development Fund.
- CCDF Discretionary Fund governing requirements – Title VI, Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 and subsequent amendments, codified at 42 U.S.C. 9858 et. seq.
- CCDF Mandatory and Matching Funds – Section 418 of Title IV-A of the Social Security Act as amended by PRWORA, codified at 42 U.S.C. 618.
- American Competitiveness and Corporate Accountability Act of 2002, aka the Sarbanes-Oxley Act
 - Sections 802 and 1102, Prohibited from destroying documents while official proceedings are underway.
 - Section 1107, Protection for whistleblowers (employees and other individuals).

3. Applicable state laws and regulations

- Provisions of the current HHS-approved CCDF State Plan including all approved amendments or revisions.
- Rule Chapter 69I-5, F.A.C. --Schedule of Expenditures of State Financial Assistance.
- Chapter 112, Florida Statutes, Public Officers and Employees
- Section 112.061, F.S. – Per diem and travel expenses of public officers, employees and authorized persons.
- Section 112.313, F.S. – Standards of conduct for public officers, employees or agencies and local government attorneys.
- Section 112.3135, F.S. – Restriction on employment of relatives.
- Section 112.3143(1)(b), F.S. – Voting conflicts

4. Procurements

- Section 215.971, F.S. – Agreements funded with federal or state assistance.
- Section 287.057, F.S. – Procurement of commodities or contractual services.
- Section 287.058, F.S. – Contract document.
- Chapter 119, Florida Statutes, Public Records.
- Section 119.01, F.S. – General state policy on public records.
- Section 119.07, F.S. – Public Records.
- Section 119.0701, F.S. – Contracts; public records; request for contractor records; civil action.

5. Other state laws and regulations

- Section 286.011, F.S. – Public meetings and records; public inspection; criminal and civil penalties.
- Section 11.062, F.S. – Use of state funds for lobbying prohibited, penalty.
- Section 17.04, F.S. – To audit and adjust accounts of officers and those indebted to the state.
- Section 20.052, F.S. – Advisory bodies, commissions, boards.
- Section 20.055(5), F.S. – Agency inspectors general.
- Section 39.201, F.S. – Proceedings related to children.
- Section 39.604, F.S. – Rilya Wilson Act attendance and reporting responsibilities.
- Section 215.42, F.S. – Purchases from appropriations, proof of delivery.
- Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; and dispute resolution.
- Section 215.97, F.S., State Single Audit Act.
- Section 216.181, F.S. – Approved budgets for operations and fixed capital outlay.
- Section 216.301, F.S. – Appropriations; undisbursed balances.
- Section 216.345, F.S. – Professional or other organization membership dues; payment.
- Section 216.347, F.S. – Disbursement of grants and aids appropriations for lobbying prohibited.
- Section 252.365, F.S. – Emergency coordination officers; disaster-preparedness plans.
- Chapter 274, F.S. – Tangible Personal Property.
- Section 286.25, F.S. – Publication or statement of state sponsorship.
- Section 287.017, F.S. – Purchasing categories, threshold amounts.
- Section 287.0943, F.S. – Certification of minority business enterprises.
- Section 287.133, F.S. – Public entity crime, denial or revocation of the right to transact business with public entities.
- Section 287.134, F.S. – Discrimination; denial or revocation of the right to transact business with public entities.
- Section 287.135, F.S. – Prohibition against contracting with scrutinized companies.
- Section 411.223, F.S. – handicap or High-Risk Condition Prevention and Early Childhood Assistance.
- Section 414.39, F.S. – Fraud.
- Section 414.411, F.S. – Public Assistance Fraud.
- Section 415.1034, F.S. – Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.
- Chapter 427, Florida Statutes – Special Transportation and Communication Services.
- Section 435.03, F.S. – Level 1 screening standards.
- Section 435.04, F.S. – Level 2 screening standards.
- Section 943.0542, F.S. – Access to criminal history information provided by DCF to qualified entities.
- Florida Department of Education (FDOE) Travel Policy Manual
- Florida Department of Financial Services (FDFS) Travel Manual
- FDFS Contract and Grant User Guide
- Florida Reference Guide to State Expenditures.

ATTACHMENT 3

MONITORING AND AUDIT REQUIREMENTS

Entity Name:

Contract Number

Estimated Funding of Programs

Contract relationship: The Forum has identified the entity as a subrecipient. For all subrecipients the described audit requirements will apply.

Based on estimated funding for this Contract, the following audit requirement(s) apply:

- Uniform Guidance audit requirements (2 CFR 200 Subpart F)
- Florida Single Audit Act (s. 215.97, F.S.)

The administration of resources awarded by the Forum and of all related public, private funds and local resources received and expended for the state's early learning programs will be subject to audits and monitoring by the Forum as described in this attachment.

1. Accounting and auditing requirements

1.1 During the course of any state fiscal year, external auditors, the State Auditor General, state or federal inspectors, inspectors general, HHS, DEL, the Forum, or others as state or federal agencies designate may review operations of and records from the Contractor.

1.2 Any of the above-listed reviews may identify questioned costs. The Contractor shall have an opportunity to substantiate or appeal the finding or questioned cost(s). Any unresolved questioned costs may become disallowed federal and state program costs. Section 17.04 F.S., and 2 CFR §200 require Contractors to repay disallowed federal and state program costs. Contractors/subrecipients may not repay disallowed costs with federal grant, state grant or matching funds.

1.3 The Contractor agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal against the state government or any of its agencies are not reimbursable costs. However, 2 CFR §200 Subpart E allows reasonable legal expenses and related costs required in administering early learning programs within administrative expenditure limitations for SR and VPK programs.

2. Monitoring

2.1 **Monitoring activities.** The Forum is responsible for monitoring grant, subrecipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. In accordance with 45 CFR §75.342 (also 2 CFR §200.328), *Monitoring and reporting program performance*, subrecipient monitoring must cover each program, function, and activity. Such monitoring activities may include, but not be limited to, on-site visits by the Forum's staff, contracted consultants, or limited scope audits as defined by 2 CFR §200 and/or other procedures. By entering into this contract, the Contractor agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Forum. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the United States Department of Health and Human Services, the Florida Department of Financial Services, or the Florida Auditor General.

2.2 Related party disclosures. The Contractor shall ensure that all related party transactions are included in the financial statement footnote disclosures in accordance with requirements defined in Financial Accounting Standards Board (FASB) *Accounting Standards Codification (ASC) 850, Related Party Disclosures*. In addition, the Contractor will ensure compliance with the applicable requirements of Chapter 112, Florida Statutes, as required by s. 1002.83(8), F.S.

2.3 Internal controls – auditor documentation. The Contractor shall obtain the internal control work papers from the auditor(s) performing their annual independent financial statement audit. The Contractor will keep these work papers onsite as part of their financial records and will provide a copy to the Forum as part of the Contractor’s reporting package per the instructions in this Attachment, Part IV, entitled Report Submission.

3. Internal controls – annual self-assessment

3.1 The Contractor is required to perform a self-assessment of internal controls by completing the Florida Department of Education, Division of Early Learning’s annual Internal Control Questionnaire (ICQ) Survey Form. The Contractor shall provide a copy of the completed annual ICQ Survey Form to the Forum, as instructed below, by **October 15th** of each contract award period unless other written instructions are provided by the Forum.

3.2 Each Contractor shall submit electronically the completed ICQ and any other supporting files considered necessary via email as instructed by the Forum.

3.2.1 The Forum will provide the annual ICQ Survey Form to the Contractor by August 1 of each award period in an electronic format, unless other arrangements are made by the Forum. The annual ICQ Survey Form will help the Contractor document that the primary objectives of internal controls pertaining to compliance requirements for Federal Programs, including the following, are met, in accordance with 2 CFR §200.303.

Transactions are properly recorded and accounted for.

3.2.2 Transactions are executed in compliance with laws, regulations and contract provisions; and

3.2.3 Funds, property and other assets are safeguarded against loss from unauthorized use or disposition.

3.2.4 Reasonable measures are taken to safeguard protected personally identifiable information (PPII) and other information the Federal awarding agency or the Forum consider sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

[NOTE: This part specifies additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity’s policy.]

4. Audit

4.1 Part I: Federally Funded

This part is applicable if the Contractor is a State, local government or a non-profit organization as defined in 2 CFR §200. A web site that provides links to several Federal Single Audit Act resources can be found at: [Federal Single Audit Act Resources](#).

4.1.1 According to the **Subpart F-Audits 45 CFR §75.501(a)**, non-federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part and other applicable federal regulations. Guidance on determining Federal awards expended is provided in 45 CFR Part 75.502 (2 CFR §200.502).

4.1.2 The Forum's Notice of Award or Contract Routing Form indicates Federal resources awarded through the Forum by this contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from DEL.

4.1.3 The Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 45 CFR §§75.508 through 75.512 (also 2 CFR §§200.508 through 200.512), as well as the following additional state-level requirements.

- The financial statements shall disclose whether the Contractor met the matching requirement for each applicable contract/grant in accordance with DEL Program Guidance 440.10 – Match Reporting.
- The Contractor shall fully disclose in the audit report all questioned costs and liabilities due to the Forum with reference to DEL grant award(s)/agreement(s)/contract(s) involved.
- The audit procedures and the Single Audit reports must include the Forum's annual financial and programmatic monitoring report results.

4.1.4 The Contractor is responsible for submitting the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt or nine months after the fiscal year's end of the audit period.

4.1.5 If the Contractor expends less than \$750,000 in Federal awards in its fiscal year, a federal Single Audit is not required. If the Contractor still elects to have a federal Single Audit performed, then the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Contractor resources obtained from other than Federal entities).

4.2 Part II: Federally Funded – Miscellaneous Matters

4.2.1 The audits shall cover the entire Contractor's organization for the organization's fiscal year. Compliance findings related to contracts with the Forum shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract.

4.2.2 If not otherwise disclosed as required by 2 CFR §200.502, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Forum in effect during the audit period.

4.2.3 Commercial Organizations (i.e., For Profit Corporations) - Non-Federal Audits Contractors that are subrecipients and commercial organizations have two options regarding audits as described in 45 CFR Part 75.501(h) and (i). If applicable, please contact the Forum for more instructions.

4.3 Part III: State Funded

This part is applicable if the Contractor is a non-state entity as defined by s. 215.97(2), F.S. – The Florida Single Audit Act. Additional information regarding the Florida Single Audit Act can be found at: Florida Single Audit Act. Find additional information regarding the Florida Single Audit Act at the Florida DFS website State Single Audit resources.

4.3.1 If the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Contract, the Contractor must have an audit for such year in accordance with the Florida Single Audit Act; Florida Single Audit Act; Chapter 69I-5, F.A.C.; Rule 61H1-20.0093, F.A.C., Chapter 550, F.A.C., Section 10.550 (local governmental entities) or Rule 61H1-20.0093, F.A.C., Chapter 650, F.A.C., Section 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4.3.2 The Forum's Notice of Award or Contract Routing Form indicates state financial assistance awarded through the Forum by this contract. In determining the state financial assistance expended in

its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Forum, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

4.3.3 If the Contractor expends less than \$750,000 in state financial assistance in its fiscal year, a Florida Single Audit is not required. If the Contractor still elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Contractor's resources obtained from other than State entities).

4.4 Part IV: Report Submission

4.4.1 Copies of reporting packages (including any management letter issued by the auditor and the Contractor's written corrective action plan response(s)) for federal Single Audits required by PART I above shall be submitted as required by 2 CFR §200.512, by or on behalf of the Contractor directly to each of the addresses indicated.

4.4.2 Submit one electronic copy of the financial reporting package to the Forum at the following address:

Children's Forum
 Help Me Grow Contract Compliance Coordinator
 Email – HMGFreports@thechildrensforum.com

4.4.3 Submit the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the [Federal Audit Clearinghouse](#) within the earlier of 30 days after receipt or nine months after the fiscal year's end of the audit period.

4.4.4 Copies of financial reporting packages (i.e., reports, management letters and corrective action responses) required by PART III shall be submitted by or on behalf of the Contractor directly to each address indicated.

4.4.5 Submit one electronic copy of the financial reporting package to the Forum at the following address:

Children's Forum
 Help Me Grow Florida State Coordinating Office
 Email – HMGFreports@thechildrensforum.com

4.4.6 Submit one paper copy by mail and one electronic copy of the financial reporting package to the Auditor General's Office at the following address:

Auditor General's Office
 Room 401, Pepper Building
 111 West Madison Street
 Tallahassee, Florida 32399-1450
 Email – flaudgen_localgovt@aud.state.fl.us Website – www.myflorida.com/audgen

4.4.7 Contractor, when submitting financial reporting packages to the Forum for Federal Single Audits and Florida Single Audits should indicate the date that the reporting package was delivered from the auditor(s) to the Contractor in correspondence accompanying the reporting package.

4.4.8 **All items.** Auditor General Rule 61H1-20.0093, F.A.C., Chapter 650, F.A.C. Section 10.656(3) requires, as described on the Auditor General’s Financial Reporting Package Submittal Checklist and the related checklist instructions must be included for a reporting package to be considered complete.

By signing below, the Contractor, through the duly appointed undersigned representative, certifies and assures that it shall fully comply with the applicable audit, monitoring and accounting requirements outlined in this attachment.

By: _____
Authorized Contractor Representative

Date: _____

By Electronic Signature: _____

Print Name/Title: _____

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ATTACHMENT 4

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Empty box for agency name]

Typed Agency Name

[Empty box for contract number]

Contract Number

[Empty box for name and title]

Typed Name and Title of Authorized Official
(Agency Head)

[Empty box for signature]

Signature (must be original)

[Empty box for date]

Date

[Empty box for area code/telephone number]

Area Code/Telephone Number

Return original to: HMGF State Coordinating Office
Children's Forum
HMGFreports@thechildrensforum.com or
1650 Summit Lake Drive, Suite 210
Tallahassee, FL 32317

All subrecipient contractors (and any subcontractors) are required to submit this certification form with an original signature along with each executed contract to the Children's Forum.

ATTACHMENT 5

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Instructions:

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the Contract is entered into. If it is later determined that the Contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the Contract takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
4. If the workplace identified to the Division of Early Learning changes during the performance of the Contract, the Contractor shall inform the Contract Manager of the change(s) if it previously identified the workplaces in question.
5. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification.

Contractors' attention is called, in particular, to the following definitions from these rules: *Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); *Conviction* means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; *Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; *Employee* means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

The Contractor certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
 1. The dangers of drug abuse in the workplace.
 2. The grantee's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the Division of Early Learning in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Contract:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here:

[Empty box for Typed Agency Name]

Typed Agency Name

[Empty box for Contract Number]

Contract Number

[Empty box for Typed Name and Title of Authorized Official]

Typed Name and Title of Authorized Official
(Agency Head)

[Empty box for Signature]

Signature (must be original)

[Empty box for Date]

Date

[Empty box for Telephone Number]

Telephone Number

Return original to: HMGF State Coordinating Office
 Children's Forum
HMGFreports@thechildrensforum.com or
 1650 Summit Lake Drive, Suite 210
 Tallahassee, FL 32317

All subrecipient contractors (and any subcontractors) are required to submit this certification form with an original signature along with each executed contract to the Children's Forum.

ATTACHMENT 6

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Contracts/Subcontracts

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

Instructions:

Each Contractor **whose contract/subcontract equals or exceeds \$25,000 in federal funds must sign** this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Division of Early Learning cannot contract with these types of providers if they are debarred or suspended by the federal government.

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

3. The Contractor shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

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

5. The Contractor agrees by submitting this Certification that, it shall not knowingly enter into any Subcontract with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/Subcontract, unless authorized by the federal government

6. The Contractor further agrees by submitting this Certification that it will require each Subcontractor of this Contract/Subcontract, whose payment will equal or exceed \$25,000 in federal funds, to submit a signed copy of this Certification.

7. The Division of Early Learning may rely upon a certification of a Contractor that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous.

8. The signed Certification must be kept in the Contract Manager’s file. The Subcontractor’s Certification must be kept at the Contractor’s business location.

Certification:

1. The prospective Contractor, by signing this certification, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of

embezzlement; theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.

- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this certification.
- 4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- 5. Will comply with all applicable requirements of all other federal and state laws, statutes, executive orders, regulations, policies, terms and conditions governing each program funded
- 6. Where the contractor is unable to certify any of the statements in this certification, he or she shall provide an explanation to the HMGF Contract Compliance Specialist.

Certification:

By signing and submitting this Certification, I certify that the contracting entity will comply with the requirements of the Order. The Contractor further agrees that it will require the language of this certification be included in any subcontract, which contain provisions for children’s services.

Typed Agency Name

Contract Number

Typed Name and Title of Authorized Official
(Agency Head)

Signature (must be original)

Date

Telephone Number

Return original to:

HMGF State Coordinating Office
 Children’s Forum
HMGFreports@thechildrensforum.com or
 1650 Summit Lake Drive, Suite 210
 Tallahassee, FL 32317

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ATTACHMENT 7

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where federally funded children’s services are provided. HHS grants are subject to these requirements only if they meet the Act’s specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

Certification:

By signing and submitting this Certification, I certify that the contracting entity will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subcontract, which contain provisions for children’s services.

Typed Agency Name

Contract Number

Typed Name and Title of Authorized Official
(Agency Head)

Signature (must be original)

Date

Telephone Number

Return original to:

HMGF State Coordinating Office
Children’s Forum
HMGFreports@thechildrensforum.com or
1650 Summit Lake Drive, Suite 210
Tallahassee, FL 32317

All subrecipient contractors (and any subcontractors) are required to submit this certification form with an original signature along with each executed contract to the Children’s Forum.



FY 2024-2025 Monthly Summary Report

The purpose of the Help Me Grow Florida (HMGF) Monthly Summary Report is to facilitate accurate and thorough reporting of HMGF Affiliate activities and accomplishments for each reporting period. Affiliates should follow the template guidelines provided below when completing the Monthly Summary Report.

- Do not report on previous reporting periods, unless it is relevant to this reporting period's activities.
- Submit this report with the monthly deliverable to HMGFreports@thechildrensforum.com.

AFFILIATE NAME: _____

MONTH: _____

1.0 SUCCESS STORY

Share one success story describing a family helped by HMG during the reporting period.

STAR Case ID#: _____

2.0 AFFILIATE HIGHLIGHTS

List/describe up to three highlights of your Help Me Grow performance during this reporting period.

3.0 CENTRALIZED ACCESS POINT (CAP)

Expected Outcome: Increase in the number of families assisted with early childhood questions, receiving basic child developmental screening, and receiving care coordination services, as evidenced by the number of calls received, number of child developmental screenings completed, and the number of families effectively connected to services.

3.1 Which activities related to your site’s CAP were accomplished during this reporting period. *Select all that apply.*

- 2-1-1 call specialists were trained on HMG and/or HMG referral processes
- HMG referral processes between 2-1-1 and HMG were updated/revised

What updates/revisions were made:

-
- Resource directory was updated
 - No activities were accomplished.
 - Other/Additional activities:

3.2 Describe any significant barriers, challenges, or gaps related to your site’s CAP that were experienced during this reporting period. *Select all that apply.*

- Staff resignation/turnover
- Lack of interest/participation from local CAP/2-1-1 call specialists
- Gaps in referral process between CAP/2-1-1
- Lack of interest from parents/caregivers to call 2-1-1
- No barriers, challenges, or gaps were experienced.

- Other/Additional comments:

4.0 CHILD HEALTH CARE PROVIDER OUTREACH (CHCPO)

Expected Outcome: Increase the medical community's practice of conducting child development screening and use of HMG services as evidenced by the number of physicians and other child health care providers receiving information about HMG, referring families to HMG, and conducting child developmental screening.

4.1 Which activities related to your site's CHCPO were accomplished during this reporting period. *Select all that apply.*

- Office-based education sessions/meetings/presentations
- Office visits for check-ins
- Material distribution
- Follow-ups to healthcare providers previously contacted (via email, phone, or office visit)
- New healthcare provider partnership developed
- New referral process developed from healthcare provider to HMG
- New initiative (screening iPad/milestone checklist)planned with healthcare provider
- Developed new follow-up process with healthcare provider
- No CHCPO activities were conducted this reporting period.
- Other:

4.2 Describe any significant barriers, challenges, or gaps related to CHCPO that were experienced during this reporting period. *Select all that apply.*

- Healthcare providers were not accepting outside visitors
- Healthcare providers were not interested in receiving HMG information or materials
- Healthcare providers were not interested in developing a referral process
- Healthcare providers did not return phone calls or emails
- Provider office staff did not relay HMG information to physicians/nurses
- HMG staff turnover/no HMG outreach staff or outreach position
- No barriers, challenges, or gaps related to CHCPO were experienced.
- Other/Additional comments:

4.3 What efforts to recruit, engage, and maintain a Physician Champion were accomplished during this reporting period? *Select all that apply.*

- A new Physician Champion was recruited:
 - Physician name + post nominal letters: _____
 - Name of office/practice: _____
 - Website URL: _____
 - Letter of acknowledgement acquired (section 2.3.2)? Yes No
- Physician/s were invited to become Physician Champion/s, but declined
- A new potential Physician Champion was found
- Current Physician Champion/s were contacted to check-in
- Current physician champion advocated for HMG
- A developmental screening/iPad/milestone checklist initiative was suggested/offered

- A temporary developmental screening/iPad/milestone checklist initiative was conducted
- An indefinite developmental screening/iPad/milestone checklist initiative was developed
- No efforts to recruit and engage a Physician Champion were accomplished.
- No contact with our current Physician Champion this reporting period.
- Other/Additional comments:

4.4 What activities did your Physician Champion accomplish during the reporting period?

Select all that apply.

- Presented at local American Academy of Pediatrics (AAP) chapter meeting
- Presented at HMG Leadership/Advisory team meeting
- Participated in HMG Leadership/Advisory team meeting
- Made referrals from practice to HMG
- Requested more HMG materials
- Requested HMG educational session/training
- Other:

5.0 FAMILY AND COMMUNITY OUTREACH

Expected Outcome: Increase the number of families and members of the community that are provided information about child screening and HMG, as evidenced by the number of individuals reach through family and community outreach activities.

5.1 Write a brief narrative that summarizes and analyzes the activities that were accomplished during the reporting period toward meeting this expected outcome. *Select all that apply.*

- In-person “Books, Balls, and Blocks” event held
- Virtual “Books, Balls, and Blocks” event held
- “HMG on the Go” event held
- Attended a community fair, expo, event, etc.
- Visited a local childcare center, library, etc.
- Material distribution (printed materials/HMG giveaway items) to families and caregivers
- Media/Marketing activities (newspaper/magazine ad/article, radio, website information. etc.)
- Social media ad campaign or boosted post (paid posts)
- Other/Additional comments:

5.2 Describe any significant barriers, challenges, or gaps related to implementation of this HMG component that were experienced during the reporting period. *Select all that apply.*

- No community events were held this reporting period
- Difficulty maintaining relationships with local libraries, childcare centers, etc.
- HMG staff turnover/position vacancy
- Lack of HMG outreach materials in inventory

- Other/Additional comments:

5.3 Write a brief narrative that describes and summarizes the efforts to plan and conduct at least one in person and one virtual Books, Balls, and Blocks community screening event. *Select all that apply.*

- Currently in the planning stages for a virtual BBB event
- Currently in the planning stages for an in-person BBB event
- Partners were established for BBB event
- Secured date/location for in person BBB event
- In-person BBB event was held this reporting period
- Virtual BBB event was held this reporting period
- In-person BBB event was held in a previous period
- Virtual BBB event was held in a previous reporting period
- Not currently planning any BBB events
- Other/Additional activities:

5.4 Provide an assessment of how the community system is working in the service area, including, but not limited to, any new partners that have been engaged during the reporting period, progress made with existing partners, or potential future partnerships. *Select all that apply.*

- Attended workshop/committee meeting/seminar/training
- Follow-up with potential agency partnership
- Developed new referral process with community service agency
- Developed new follow-up process with community service agency
- Distributed materials to community agencies
- New community agency partnership established.
 - Agency/organization: _____
 - What does partnership entail?

- Other:

6.0 DATA COLLECTION AND ANALYSIS

Expected Outcome: Increase the number of families and members of the community that are provided information about child screening and HMG, as evidenced by the number of individuals reach through family and community outreach activities.

6.1 Since the previous reporting period....

Number of children served:

increased decreased about the same

Number of screenings completed: 🔊 increased 🔊 decreased 🔊 about the same
Number of referrals provided to families: 🔊 increased 🔊 decreased 🔊 about the same
Number of calls from 2-1-1 to HMG: 🔊 increased 🔊 decreased 🔊 about the same

6.2 What may have contributed to the change in numbers, or lack thereof?

7.0 LEADERSHIP TEAM

Expected Outcome: Improve community resources and resource systems for the health and development of children ages birth through eight (8), as evidenced by the HMGF Leadership Team’s identification and Affiliate’s implementation of improvements.

7.1 Describe activities that were accomplished during the reporting period to engage the HMG Leadership Team. *Select all that apply.*

- No Leadership Team meetings were held this reporting period
- Leadership Team meeting was held, but there were no outcomes
- Leadership Team meeting was held. Outcomes/topics of discussion include:

SEE NEXT PAGE for HMGF Affiliate Monthly Data Report template

