

The Early Learning Coalition of Southwest Florida, Inc.
2675 Winkler Ave, Suite #300
Fort Myers, FL 33901

Independent Contractor Agreement

This agreement is entered into between the Early Learning Coalition of Southwest Florida, Inc., a non-profit corporation, hereinafter referred to as “the Coalition”, and _____ hereinafter referred to as the “Contractor”, located at _____. In consideration of mutual promises set forth herein, it is agreed by and between the Contractor and the Coalition, (individually the “Party” and collectively the “Parties” in this agreement), that:

1. **Description of Services:** The Contractor will conduct School Readiness (SR) Contract monitoring in childcare centers and family childcare homes as assigned by the Coalition in accordance with Exhibit I, Scope of Work.
2. **Term:** This contract is effective on _____ or on the date on which the last Party has signed the Contract, whichever is later. The Contract term shall end on June 1, 2024, unless the Contract is terminated earlier or extended or renewed as provided herein.
3. **Cost of Services/Method of Payment:** This is a fee for service contract. The payment for this contract is \$200.00 per unit for each monitoring completed between April 1, 2024 and June 1, 2024. A unit shall be comprised of one completed School Readiness (SR) Contract monitoring per duties defined in Exhibit I. This fee is an all-inclusive rate. No expenses incurred by the Contractor shall be reimbursed by the Coalition including, but not limited to travel, background screening, scoring sheets, certification/license fees, taxes, equipment, miscellaneous expenses, etc. The Contractor shall invoice the Coalition upon successful completion of the School Readiness (SR) Contract monitoring unit, as specified in Exhibit I. The Coalition will issue payment to the Contractor within 15 Coalition business days of the monitoring’s successful completion and approval of invoice submitted as to the same.
4. **Relationship of the Parties:** In providing services specified in this agreement, it is expressly agreed that the Contractor is acting as an independent contractor, not as an employee, and that the Contractor has the right to perform services for others during the term of this agreement. The Contractor and the Coalition acknowledge that this agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Coalition is not required to pay or make any contributions to any social security, local, state or federal tax, unemployment compensation, workers’ compensation, insurance premium, profit-sharing pension or any other employee benefit for the Contractor during the term of this agreement.
5. **Background Screening:** At the Contractor’s expense, the Contractor shall complete and provide proof of an up to date (within the last 5 years) level 2-background screening to the Coalition prior to providing any services outlined in this agreement. The Contractor also agrees to allow the Coalition to conduct a National Sex Offender Predator Website (NSOPW) check.

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6. **Indemnification:** The Contractor shall be solely liable for and shall fully indemnify, defend, and hold harmless the Coalition, and all of its officers, agents and employees, from all claims, suits, judgments or damages, including for insurance claims, as well as attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Contractor during the performance or operation of this agreement.
7. **Termination:** Either one of the Parties shall have the right to unilaterally terminate this agreement with or without cause. The Contractor shall provide written notice to the Coalition within five (5) business days of the determination to terminate this agreement.
8. **Financial Penalty:** A School Readiness (SR) Contract monitoring not completed (as specified in Attachment I) by the due date (as set forth in the School Readiness (SR) Contract Monitoring Assignment Form) may be assessed a financial penalty of 10% per calendar day.
9. **Insurance:** The Contractor agrees to maintain adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this agreement and any renewal(s) and extension(s) of it. 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 services provided under the contract.
10. **Confidentiality:** The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained. This obligation of confidentiality will apply during the term of the contract and will survive indefinitely upon termination or expiration of this agreement.
11. **Severability:** In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid and unenforceable parts severed from the remainder of this agreement.
12. **Modification of Agreement:** Any amendment or modification of this agreement or additional obligation assumed by either of the Parties in connection with this agreement will only be binding if evidenced in writing and signed by each of the Parties.
13. **Waiver:** Either Party's acquiescence to any breach of any of the provisions of this agreement by the other Party, or to any default, delay, or omission by the other Party with respect to any of this agreement's provisions, will not be construed as a waiver of any subsequent breach of, or default, delay, or omission with respect to, the same or other provisions.
14. **Entire Agreement:** This agreement, as well as any exhibits and attachments hereto, represents the entire understanding between the Parties relative to the matters addressed herein. There are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein. This agreement is set forth in accordance with and shall follow all provisions of the original

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agreement between The Early Learning Coalition of Southwest Florida, Inc. and the Florida Department of Education, Division of Early Learning, Agreement # EL154.

15. **Governing Law.** This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

Name of Business *(if applicable) (the "Contractor")*

Early Learning Coalition of Southwest Florida. Inc

Signed
By: _____

Signed
By: _____

Name: _____

Name: Melanie Stefanowicz

Title: Independent Contractor

Title: Chief Executive Officer

Dated: _____

Dated: _____

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Exhibit I

Scope of Work

1. Contractors will be asked to provide their availability to conduct assessments. When a need to assign assessments to the Contractor arises, the Coalition will provide the Contractor with a monitoring assignment aligned with their availability. Once the Contractor has affirmed availability and intent to complete the assignment, the Coalition will provide the Contractor with the necessary information for coordinating and conducting the assigned School Readiness (SR) Contract monitoring. This information will include a list of provider(s) requiring monitoring and a timeframe for the monitoring to occur.
2. The Contractor shall be responsible for using their own transportation, technology and all other necessary equipment or materials for conducting the required work per this agreement.
3. The Contractor shall be provided with a copy of the Statewide School Readiness Provider Contract Monitoring Tool and must submit the completed tools for each School Readiness (SR) Contract monitoring conducted.
4. Upon receipt of agreed upon School Readiness (SR) Contract monitoring assignment, the Contractor will conduct the School Readiness (SR) Contract monitoring under the terms and conditions of the Contract and in accordance with the Division of Early Learning's (DEL) **Statewide School Readiness Provider Contract Monitoring Tool**.
5. Upon receipt of the request, the Contractor shall:
 - a. Follow all timeframes set forth in the School Readiness (SR) Contract monitoring assignment provided by the Coalition.
 - b. Contact the provider no fewer than ten (10) business days prior to the scheduled monitoring date.
 - c. Ensure that scheduled monitoring(s) occur prior to the monitoring completion date listed in the electronic spreadsheet.
 - d. Ensure that monitoring are based on the provider's operational hours.
 - i. Monitoring scheduling shall follow the below criteria:
 1. The Contractor shall select a two-week window when regular activities are occurring for monitoring.
 2. The Contractor shall send the provider an email notification with a 10-day monitoring window. The Coalition will provide the contractor with a sample email.
6. Desk Review
 - a. The Contractor shall conduct the desk review using the **Tier II Monitoring_Desk Review** workbook and the **Monitoring Tool Checklist** (*Desk Review Section*) prior to the onsite monitoring. The Contractor will use the Enhanced Field System Modification (EFSM) system and Tableau to complete both tools.

- i. Information from these tools will be input on the **Statewide School Readiness Provider Contract Monitoring Tool**.
 - ii. **Tier II Monitoring_Desk Review** workbook has three (3) sheets, *Tier II Sample Selection, Five YR Record_TA and Corrective Action Plan*
- b. The Contractor shall use the following documents to complete the desk review:
- Previous month paid attendance roster
 - Previous month sign in/out sheets
 - 5-year document report list
 - Excuse notes
 - Unusual incidents reported to the Coalition
 - Claims of discrimination reported to the Coalition
 - Most recent DCF Inspection Report
- i. **Some documents may have already been uploaded to the Provider Portal Services Portal/Document Library>SR Monitoring Documents.**

7. Onsite Monitoring

- a. The contractor shall use the **Statewide School Readiness Provider Contract Monitoring Tool, Tier II Monitoring_Desk Review** workbook sheets and the **Monitoring Tool Checklist** (*Onsite Section*) to complete the onsite monitoring.
 - i. If the provider is considered High Risk, an additional monitoring visit shall be conducted.
 - ii. The contractor shall use the following documents to complete the onsite monitoring:
 - Current month sign in/sheets, child enrollment forms, parent fee, excuse notes for absences exceeding 3 days in one month
 - Most recent DCF inspection report
 - Corrective Action Plan (if applicable)
 - Tier II Sample Selection sheet from the **Tier II Monitoring_Desk Review** workbook, if applicable
 - Five YR Record_TA sheet from the **Tier II Monitoring_Desk Review** workbook, if applicable
 - Corrective Action Plan sheet from the **Tier II Monitoring_Desk Review** workbook, if applicable

8. Statewide School Readiness Provider Contract Monitoring Tool & Supporting Tools & Documents

- a. Upon completion of each monitoring, the Contractor is responsible for ensuring the Statewide School Readiness Provider Contract Monitoring Tool is completed, with all dates and signatures be uploaded to the Independent Contractor SharePoint site, within 7 calendar days excluding State holidays.
- b. Upon completion of each monitoring, the Contractor is responsible for ensuring all tools, including Tier II Sample Selection, Five YR Record_TA, Corrective Action Plans, and the Monitoring Tool Checklist and all documents collected during the monitoring are uploaded

to the Independent Contractor SharePoint site, within 7 calendar days excluding State holidays.

- i. These documents may also be mailed or dropped off within 7 calendar days to:

ELC of Southwest Florida
Risk Management-SR Contract Monitoring
2675 Winkler Ave, Ste 300
Fort Myers, FL 33901

9. Training

The Coalition Risk Management staff will provide one (1) 60-minute training. The Contractor will be required to attend in person or via Microsoft Teams. The training must be completed prior to commencement of monitoring. Risk Management staff will conduct one (1) required 60-minute post monitoring follow-up meeting to address any questions or concerns. The Contractor may email Risk Management at elc.contracts@elcofswfl.org Monday-Friday from 9:00 am – 4:00 pm for follow-up questions, support, and concerns.

10. Communication with the Coalition

The Contractor engaged to perform SR Contract monitoring shall:

- Confirm receipt of the list of provider monitoring and provide the Coalition and Risk Management with prompt answers to any clarifying questions necessary for assuring successful completion of the monitoring requested.
- Provide to the Coalition and the Risk Management a description in writing of any issues related to conducting monitoring, including, but not limited to:
 - Scheduling conflicts
 - Teacher absence
 - Closed provider
 - Incomplete monitoring and rescheduling status
 - Provider refusal
 - Provider not responsive to communication
 - Delays caused by unforeseen circumstances such as a natural disaster
- Any other issues above impede the ability of the Contractor to conduct the monitoring

Exhibit II

State of Florida Contract Terms & Conditions

The following terms and conditions are mandatory for contracts procuring, in whole or in part, State of Florida funds:

1. Governing Law and Venue

This agreement 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 perform its obligations herein in accordance with the terms and conditions of this contract.

2. Composition and Priority

The Contractor agrees to provide commodities or contractual services to The Early Learning Coalition of Southwest Florida, Inc. within the manner and at the location specified in the agreement, and any attachments to the agreement. These 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.

3. Initial Term

Unless otherwise specified, the agreement begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the agreement end date.

4. Performance Deficiency

If the Early Learning Coalition of Southwest Florida, Inc. determines that the performance of the Contractor is unsatisfactory, the Early Learning Coalition of Southwest Florida, Inc. may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Early Learning Coalition of Southwest Florida, Inc. The Contractor shall provide the Early Learning Coalition of Southwest Florida, Inc. with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Early Learning Coalition of Southwest Florida, Inc., the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Early Learning Coalition of Southwest Florida, Inc. for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

5. Payment Invoicing

Following submission of properly certified invoice(s) to the Early Learning Coalition of Southwest Florida, Inc., as well as delivery and acceptance of the contemplated commodities or contractual services in a written or an electronic form, the Contractor will be paid. Invoices shall contain detail sufficient for audit thereof and shall contain the agreement and the Contractor's Federal Employer Identification Number or Social Security Number.

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6. Payment Timeframe

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services in a timely manner, unless the agreement specifies otherwise. Items may be tested for compliance with specifications, and additional information from the Contractor may be requested. Items not conforming to specifications may be rejected and returned at the Contractor’s expense. Interest penalties for late payment are also provided for in section 215.422, F.S.

7. Payment Audit

Records of costs incurred under the terms of the agreement shall be maintained and made available to the Early Learning Coalition of Southwest Florida, Inc. upon request, at all times during the period of the agreement, and for a period of five years thereafter. Early Learning Coalition of Southwest Florida, Inc. may elect to require a longer records retention time period in order to meet certain contractual requirements. Records of costs incurred shall include the Contractor’s general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Early Learning Coalition of Southwest Florida, Inc. for audit.

8. Annual Appropriation

Pursuant to section 287.0582, F.S., if the agreement binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

9. Conduct of Business

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)- (c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

10. Lobbying

In accordance with sections 11.062 and 216.347, F.S., the agreement funds may not be used for the purpose of lobbying the Legislature, the judicial branch, or any agency. Pursuant to subsection 287.058(6), F.S., the agreement does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the agreement, after the agreement’s execution and during the agreement’s term.

11. Public Records

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to all public records pertinent to this agreement. The agreement may be terminated for cause by the Agency for the Contractor's refusal to allow access to public records.

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12. Convicted and Discriminatory Vendor Lists

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the agreement with any agency. By signing this agreement, the Contractor hereby 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. The Contractor understands and agrees to immediately inform the Early Learning Coalition of Southwest Florida, Inc. upon any change of circumstances regarding this status.

13. Conflict of Interest/Related Party Contracts

The Contractor certifies that, to the best of its knowledge, 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 Early Learning Coalition of Southwest Florida, Inc. Any future conflict of interest on the part of the Contractor shall be immediately disclosed to The Early Learning Coalition of Southwest Florida, Inc.

14. 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 the following:

- 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 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).

15. Procurement of Recovered Materials

Pursuant to 2 CFR 200.317, *Procurement by states*, and 200.322, *Procurement of recovered materials*, the agreement 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.

16. 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

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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 Office’s Inspector General, and the Florida Commission on Human Relations or the Whistle-blower’s Hotline number at 1-800-342-8170.

17. Prohibition of Peripheral Devices for Confidential Data Storage.

The Early Learning Coalition of Southwest Florida, Inc. prohibits the use of mobile computing devices (flash drives, thumb drives, laptops, email transmissions, etc.) that are unencrypted or lack activated password protections for all agency business.

18. Travel

If applicable to the agreement, travel shall comply with s. 112.061, F. S.

19. Financial Consequences

Financial consequences shall be assessed for contract non-compliance or non-performance in accordance with The Early Learning Coalition of Southwest Florida, Inc.’s policies. Payment shall be delayed for services that are not satisfactorily completed until all deficiencies are corrected and accepted and may be completely withheld for any services whose deficiencies remain uncured.

20. Renewal

Renewal of this agreement is subject to limitations set forth in ss. 287.057(13), and 287.057(1)(g), F.S., and a final decision made by The Early Learning Coalition of Southwest Florida, Inc.

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