SSA #15-023-KC – Early Learning Coalition of Brevard County, Inc.

NON-COMPETITIVE SALES AND SERVICE AGREEMENT:

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT AWARDED</th>
<th>REQUIRED PRODUCTS/SERVICES</th>
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<tbody>
<tr>
<td>Early Learning Coalition of Brevard County, Inc.</td>
<td>$290,551.00</td>
<td>Early intervention and education services for children and families participating in the Teen Parent Program through the Florida First Start Program.</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$290,551.00</strong></td>
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DISCUSSION:

The School Board of Brevard County will provide early intervention education and support services to children and families participating in the Teen Parent Program through the Florida First Start Program. This contract with the Early Learning Coalition of Brevard County, Inc. is to provide a home to the school partnership system through the Florida First Start Program that offers education and support services for families with children (from birth through age four) at risk of future school failure.

CONTRACT TERM:

The contract term shall commence July 1, 2014 and continue until June 30, 2015.

RECOMMENDATION:

It is the recommendation of Dr. Beth Thedy, Assistant Superintendent of Student Services, Melissa Catechis, Director of Student Services, Home Education & Students at Risk and staff, to approve the attached agreement with Early Learning Coalition of Brevard County, Inc. in the amount of $290,551.00.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (11) (b)

ACTION BY BOARD:

___ Approved Recommendation(s) Above & Awarded

___ Other ___________________________________

Cheryl L. Olson, C.P.M., CPPO, FCCN
Director of Purchasing and Warehouse Services
EARLY LEARNING COALITION OF BREVARD COUNTY, INC.

STANDARD CONTRACT

THIS CONTRACT is entered into between the Early Learning Coalition of Brevard County, Inc., hereinafter referred to as the “Coalition”, and the School Board of Brevard County, hereinafter referred to as the “Sub-recipient”.

THE PARTIES AGREE:

I. THE SUB-RECIPIENT AGREES:

A. To provide services in accordance with the terms and conditions specified in Attachment I.

B. To attest to the accuracy and completeness of the information provided in the Certification Document submitted FY 12.13 are attached (Attachment VIII) hereto and incorporated herein.

C. To comply with the Assurances as specified in Attachment II. (Note: Some of the Assurances may not be applicable to this specific program. These exceptions are to be addressed with the Coalition.)

D. To accept the requirements of Sections 287.058, 215.422 F.S. and:

1. To provide units of deliverables including General Ledger reports, un-altered copies of original forms, vouchers, updated reports and drafts as specified in Attachment I. to be received and accepted by the Coalition.

2. To comply with the above criteria each month in support of the reimbursement payment process. This must be done in order to complete the terms and conditions of this contract.

3. To submit un-altered copies of original bills for fees and other compensation services in sufficient detail and with proper approvals for pre-audit and post-audit activities.

4. Where applicable, to submit bills for all pre-approved travel expenses in accordance with Section 112.061, F.S. The Coalition may, if specified in Attachment I, establish rates lower than the maximum provided in Section 112.061, F.S.

5. To allow auditing personnel from the Coalition or other government entities to have access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S made or received by the Sub-recipient in conjunction with this contract. It is expressly understood that the Sub-recipient’s refusal to comply with this provision shall constitute an immediate breach of contract.

6. To ensure compliance with the applicable employee screening requirements and procedures stated in Section 435.03, F.S.

7. To comply with the provisions of Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, political activities, donations and/or the election of political officials as specified in Attachment II.
8. To establish a School Readiness General Ledger separate from other funding sources and related financial transactions in order to monitor and report all School Readiness program activities without interference from mix data reporting.

9. To submit to the Coalition every quarter as defined by the Coalition's fiscal year a set of original financial reports which shall include but not be limited to: Statement of Financial Position, Statement of Activities (P&L) and Cash Flow as requested by the Coalition.

10. To develop an acceptable allocation methodology to be applied to indirect costs and fringe benefits. This methodology must be deemed acceptable by the Coalition prior to being used to calculate the monthly allocation expenses. The allocation basis must be on the usage of square footage and/or personnel activity reports (PAR) incurred in the direct delivery of the Coalition's Mission, Goals and Objectives as recommended by OMB Circular A-122.

11. To develop and implement a Code of Conduct and Ethics based on the Coalition's Code of Conduct and Ethics policy which is hereby incorporated by reference (Policy Number ELCB-FM-0018-07). The implementation of the policy shall include signatory receipt from all employees involved in the delivery of services included in this contract.

E. To agree to the following governing law:

1. **State of Florida Law**

   This contract is executed and entered into agreement 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 the contract.

2. **Federal Law**

   a. If this contract contains federal funds, the Sub-Recipient shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

   b. If this contract contains federal funds and is over $100,000, the Sub-recipient shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Sub-recipient shall report any violations of the above to the Coalition.

   c. If this contract contains federal funding in excess of $100,000, the Sub-recipient must, prior to contract execution, attest to the Certification Regarding Lobbying as outlined in Attachment II. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Coalition. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Coalition.

   d. Not to employ unauthorized personnel (aliens). The Coalition shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act, 8 U.S.C. 1324a. Such violation shall be cause for unilateral cancellation of this contract by the Coalition.
e. As required by the regulations implementing Executive Order Number 12549, Debarment and Suspension, 29 CFR 98, the Sub-recipient is not presently nor previously within a three-year period preceding the effective date of the contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. This is certified in Attachment II, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.

f. The Sub-recipient agrees to comply with the Pro-Children Act (PCA) of 2001 which requires that smoking not be permitted in any indoor facility, or in some cases a portion of the facility, used routinely or regularly for the provision of certain types of "children's services" to persons under age 18, if the services are funded by specified Federal programs either directly or through State or local governments. Failure to comply with the provisions of the law may result in the imposition of a civil penalty in an amount not to exceed $1,000 for each violation. (Each day a violation a violation continues constitutes a separate violation. The total civil penalty assessed may not exceed 50% of the amount of applicable Federal funds received for the fiscal year in which the continuing violation occurred.) This law does not apply to children's services provided in private residences, facilities funded solely by Medicare and Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

g. If this contract provides for or contemplates the use of $10,000 or more of federal funds, the Sub-recipient will comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in 41 CFR, Part 60, (45 CFR, Part 92).

h. The Sub-recipient agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFS Part 3) which, if applicable, applies to all federally funded or assisted contracts and sub-grants for the construction, completion or repair of any public building or public work.

i. If this contract provides for federal funds in excess of $100,000 for construction purposes and involves the employment of mechanics or laborers, the Sub-recipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).


k. The Sub-recipient agrees to comply with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995, which requires that in accordance with the terms and conditions of the Health and Human Services Administration for Children and Families Child Care and Development Fund, the Sub-recipient shall comply with Section 507, P.L. 103-333. To the extent practicable, all equipment and products purchased with funds made available in this Act should be American-Made.

l. The Sub-recipient agrees to comply with the Trafficking Victims Protection Act of 2000 which requires that in accordance with the terms and conditions of the Health and Human Services Administration for Children and Families Child Care Development Fund, the Sub-
recipient shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000. In each agency award (i.e. grant or cooperative agreement) under which funding is provided to a private entity, Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires that the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or Sub-recipient (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or sub-awards under the award.

m. The sub-recipient shall, regarding performance of experimental, developmental, or research, provide the rights of the Federal Government and the recipient of any other invention in compliance with 37 CFR part 401.

n. The sub-recipient shall comply with mandatory standards and policies which are contained in the State of Florida's energy conservation plan relating to energy efficiency in compliance with the Energy Policy and Conservation Act.

o. CCDF Salary Limitations: The Consolidated Appropriations Act, 2012 (Pub. L. 112-74), enacted December 23, 2011, limits the salary amount that may be awarded and charged to ACF grants and cooperative agreements. Award funds issued under CCDF may not be used to pay the salary of an individual at a rate in excess of the annual maximum federal pay rate designated as Executive Level II. The maximum annual Executive Level II salary of the Federal Executive Pay scale is $181,500 (http://www.opm.gov/oca/13tables/html/ex.asp). This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to sub-awards/subcontracts under an ACF grant or cooperative agreement.

F. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting practices (GAAP) and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Coalition under this contract.

2. To assure that these records shall be subject for inspection at scheduled times, review or audit by federal, state, or other personnel duly authorized by the Coalition. Requests for documents and supporting data must be received within a reasonable time as requested by the Coalition.

3. To provide a financial and compliance audit to the Coalition as specified in Attachment III, ensure that all related party transactions are disclosed to the auditor during the auditing process and allow for monitoring in accordance with Attachment III and the provisions of OMB Circular A-133. Questioned costs may be exposed from any of these reviews. The Sub-recipient shall have an opportunity to substantiate and/or appeal the decision of a finding and/or a questioned cost. Any unresolved questioned costs may become disallowed costs. In accordance with Section 17.04, F.S., and OMB Circular A-133, Sub-recipients are required to pay disallowed costs on federal and state programs and may include applicable interest. Disallowed costs may not be paid with federal, state, or matching funds. The Sub-recipient agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal are unallowable without Coalition and FOEL approval.
4. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

5. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

6. If $500,000 or more in Federal awards is expended in its fiscal year, the Sub-recipient must have a single or program specific audit conducted in accordance with the provisions of Section 215.97, F.S. and OMB Circular A-133, as revised.

7. Audits for periods ending on or after December 15, 2006 shall be in compliance with the Statement on Auditing Standards (SAS) 112 – “Communicating Internal Control Related Matters Identified in an Audit.”

8. Persons duly authorized by the Coalition and federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of the Sub-recipient’s contract and related records and documents including the Sub-recipient’s operating activities at all reasonable times for as long as records are retained.

9. Upon completion or termination of the contract and at the request of the Coalition, the Sub-recipient will cooperate with the Coalition to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section 1, paragraph F.5. above.

G. Property and Inventory Control of Property Purchased with State or Federal Funds [OEL File 240.02]

1. The Sub-recipient shall comply with the provisions of 45 CFR 74.32, for real property; 45 CFR 74.34 for equipment; and 45 CFR 74.35 for supplies.

2. The Sub-recipient shall comply with the requirements related tangible personal property as specified in Attachment IV for all property/equipment purchased with funds awarded by the Coalition on behalf of the Florida’s Office of Early Learning. These procedures shall be in line with the Coalition’s Inventory Management Policy (incorporated by reference).

3. All items of a non-consumable and non-expendable nature valued at $1,000 or more (including hard back books over $250) must be inventoried. Computer equipment and data and software purchased and loaded on a computer must be inventoried regardless of cost.

4. Inventory for the prior fiscal year must be conducted on an annual basis by September fifteenth (15th) of each current fiscal year. This activity must be conducted in accordance with the Coalition’s Inventory Management policy.

5. The Master Property Inventory must be completed, reviewed and signed by the Sub-recipient’s Director and an original copy given to the Coalition. Condition of these items must
be documented as outlined in the policy.

H. Non-Expendable Property (Reference Inventory Procedures Attachment IV)

1. Non-expendable property is defined as tangible personal property of a non-consumable nature that has a unit acquisition cost of $1,000 or more and an expected useful life of at least one year; and hardback books that are not circulated to students or the general public, the value or cost which is $250 or more. Hardback books with a value of $25 or more should be classified as Operating Outlay expenditure if they are circulated to students or to the general public.

2. All such property, purchased under this contract, shall be listed on the property records of the Sub-recipient and shall include documentation listed in Attachment IV such as the physical location and description of the property, the model number, manufacturer's serial number, date of acquisition, funding source, unit cost, property inventory number, and information on the condition, transfer, or disposition of the property and the contract number from which the property purchase was made.

3. All such property, purchased under this contract, shall be inventoried annually and a signed inventory report shall be submitted to the Coalition along with a final expenditure report for the period in which it was purchased and within the fiscal year applicable to this contract.

4. At no time shall the Sub-recipient dispose of non-expendable property purchased under this contract except with the permission of the Coalition and in accordance with instructions stated in the Coalition's policies and procedures.

5. In case of losses or theft and immediately upon discovery, the Sub-recipient shall notify the Coalition, in writing, of any equipment loss or theft in accordance with FOEL's Tangible Personal Property Guidance (Attachment IV). This report shall include the date and suspected reason(s) for the loss.

6. Prior approval is required for the purchase of any item of non-expendable property not specifically listed in the approved budget but within the funds disclosed in the approved budget for the current fiscal year. Prior approval shall be requested utilizing the format specified in Attachment V, in accordance with OMB Circular A-122, Cost Principles for Non-Profit Organizations.

7. Title (ownership) to all property (not limited to purchases exceeding $1,000) acquired with funds from this contract shall be vested in the Coalition and said property shall be transferred to the Coalition upon completion or termination of the contract unless otherwise authorized in writing by the Coalition. In addition to the non-expendable property identified above, the Sub-recipient will maintain a separate list of property that has a useful life of one year or greater that will be returned to the Coalition upon termination of the contract. Items that should be maintained on this supplemental inventory list include, but are not limited to, chairs, desks and other furniture, calculators, computers, printers, facsimile equipment, copiers, books, and other property that represent resources that are not categorized as office supplies or depleted as such. Listing shall be submitted by September 15 of each current fiscal year.

I. Travel Expenses and Food [Section 112.061, F.S.]

1. As specified in Attachment VI, all travel expenses and reimbursements must be in accordance with Section 112.061, F.S. Additionally, all out-of-state travel must be pre-
approved by the Coalition prior to the event.

2. In accordance with F.A.C. 69I-40.103 the following expenditures under this contract are prohibited, unless expressly provided by law: food and/or beverage items, congratulatory telegrams, flowers and/or telegraphic condolences; presentation of plaques for outstanding service, entertainment for visiting dignitaries, and decorative items (globes, statues, potted plants, picture frames, etc). If funds other than School Readiness funds are used for the purchase of food/beverages, this may be done in accordance with an individual agency’s internal policies and procedures. The funding source must be clearly noted on all internal documents so that a clear audit trail is available upon review by the Coalition and the state and/or federal monitors/auditors.

J. Monitoring by the Coalition

To permit persons duly authorized by the Coalition to inspect any records, papers, documents, facilities, and/or goods and services of the Sub-recipient which are relevant to this contract, and/or interview any clients and employees of the Sub-recipient to assure satisfactory performance and compliance with the Coalition’s policies and procedures as well as the terms and conditions of this contract. Requests for information, data and other documents from the Sub-recipient shall be granted to the Coalition within five (5) business days.

Following such evaluation, the Coalition will deliver to the Sub-recipient a report of its findings and recommendations with regard to the Sub-recipient’s performance of the contract terms and conditions. The Sub-recipient will review and make corrections to address all the identified deficiencies within the specified period of time set forth in the recommendations. The Sub-recipient’s failure to correct noted deficiencies within the specified time frame may, at the exclusive discretion of the Coalition, result in any one or any combination of the following: (1) the Sub-recipient being deemed in breach or default of this contract; (2) the withholding of payments to the Sub-recipient by the Coalition; and (3) the termination of this contract for cause.

K. Indemnification

1. The Sub-recipient shall be liable for and shall indemnify, defend, and hold harmless the Coalition and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys’ fees and costs, arising out of any act, actions, neglect or omissions by the Sub-recipient, its agents or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person(s) or tangible or intangible property.

2. The Sub-recipient’s inability to evaluate liability or its evaluation of liability shall not excuse the Sub-recipient’s duty to defend and indemnify within seven (7) business days after such notice by the Coalition is given by registered mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the Sub-recipient not liable shall excuse performance of this provision. The Sub-recipient shall pay all costs and fees related to this obligation and its enforcement by the Coalition. The Coalition’s failure to notify the Sub-recipient of a claim shall not release the Sub-recipient of the above duty to defend.

L. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any amendment(s) and
extension(s) of it. This coverage shall include, but not be limited to Errors & Omissions, employee theft and dishonesty, theft or damage of Coalition’s property in the Sub-recipient’s possession or violations of State and Federal laws resulting in penalties. Upon execution of this contract, unless it is a state agency or subdivision as defined by Section 768.28, F.S., the Sub-recipient accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Sub-recipient and the clients to be served under this contract. Upon the execution of this contract, the Sub-recipient shall furnish the Coalition with a copy of written verification supporting both the determination and existence of such insurance coverage with the Coalition listed as an “Additional Insured”. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Coalition reserves the right to require additional insurance as specified in Attachment I where appropriate.

M. Safeguarding Information

1. To comply with the confidentiality provisions and record retention requirements of Sections 119.021, 1002.97 and 456.057, F.S., where applicable. All contract related records, classified as public records, must be open and available for inspection by any person. The individual records of children enrolled in school readiness programs provided under 1002.97, F.S., when held in the possession of the Coalition or its Sub-recipient are confidential and exempt from provisions of Section 119.07, F.S.

2. To not use or disclose any information concerning a recipient of services or anyone associated with the delivery of services under this contract for any purpose not in conformity with state regulations and federal law, mandated by a court of USA law or regulations (45 CFR, Part 205.50), except upon written consent of the recipient, person(s) or his/her responsible parent or guardian when authorized by law.

3. The sub-recipient shall comply with the Computer-Related Crimes Act, chapter 815, Florida Statutes and demonstrate due diligence in safeguarding information.

N. Assignments and Subcontracts

1. To neither re-assign the responsibility of this contract to another party nor subcontractor for any of the work agreed upon under this contract without prior written approval from the Coalition which shall not be unreasonably withheld if in line with proper qualifications of delivering required services. Any sublicense, assignment or transfer otherwise occurring shall be null and void, therefore not eligible for reimbursement of any expenses incurred.

2. The Sub-recipient shall be responsible for all work performed and all expenses incurred with the project either by a provider or subcontractor. If the Coalition permits the Sub-recipient to subcontract all or part of the work/deliverables agreed to under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Sub-recipient that the Coalition shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Sub-recipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Sub-recipient, at its expense, will defend the Coalition against such claims.

3. The Sub-recipient shall make payments to the subcontractor upon receipt of original invoices, bills or other documents summarizing up to the total of each invoice and receipt of original documentation to substantiate the expenses.
4. The State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon prior written notice to the Coalition stating the reasons for such action request. In the event the State of Florida approves transfer of the Office of Early Learning obligations, the Sub-recipient remains responsible for all work performed and all expenses incurred in connection with this contract as well as all property and documentation (data) related to the delivery of services stated in this contract.

O. Restrictions on the Use of Funds

Funds shall be expended in accordance with applicable state and federal guidelines (1002.89, F.S.; 45 CFR 98 section 98.54). The Sub-recipient shall maintain distinctive and clearly identifiable fiscal records reflecting the separation of funding sources for the School Readiness Program and other Programs. The Sub-recipient shall establish a separate general ledger account for each fund within the accounting system to generate reports that will show all transactions by fund. A clear audit trail shall exist showing the benefit received from each expenditure as it relates to the applicable program/activity.

P. Advances

All advances shall be deposited upon receipt in separate bank accounts, segregated by program. No commingling of funds with other sources shall be permitted. On a monthly basis, un-altered copies of original bank statements shall be given to the Coalition for audit reviews and accountability of funds received from the Office of Early Learning. Cash advances provided to the Sub-recipient will be limited to the minimum amounts needed for administrative purposes and be timed in accordance with actual, immediate cash requirements in carrying out the purpose of the School Readiness program. All advances must be placed in an interest bearing account.

Q. Interest on Federal / State Fund Balances

To invest all School Readiness funds provided as advance payment(s) in a secure interest bearing account and earn interest on invested funds. Interest earned on advance payments is required to be returned in its entirety each quarter to the Coalition who in turn will forward it to the Office of Early Learning through the Coalition in accordance with 45 CFR 92.21. Copies of bank statements shall be submitted along with interest payments to substantiate calculations. This process shall be executed within ten (10) calendar days upon the closing of each quarter.

R. Return of Funds

To return to the Coalition any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the Sub-recipient by the Coalition. In the event that the Sub-recipient or its independent auditor discovers that an overpayment has been made, the Sub-recipient shall repay said overpayment within thirty (30) calendar days without prior notification from the Coalition. In the event that the Coalition first discovers that an overpayment has been made, the Coalition will notify the Sub-recipient by letter of such a finding. Should repayment not be made in a timely manner, the Coalition will charge interest of one (1) percent per month compounded on the outstanding balance after thirty (30) calendar days after the date of notification or discovery.
S. Incident Reporting

1. Client Risk Prevention

All services to clients provided under this contract by the Sub-recipient or subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 Paragraph 3, in the manner prescribed in CFOP 215-6. The Sub-recipient shall develop and implement internal control policies and procedures to minimize, manage and report all client related incidents. A copy of such policy shall be given to the Coalition within thirty (30) calendar days of execution of this contract.

2. Abuse, Neglect, and Exploitation Reporting

In compliance with Chapters 39 and 415, F.S., an employee of the Sub-recipient who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected or exploited shall immediately report such knowledge or suspicion to the central abuse registry and tracking system of the Department of Children and Families on the single statewide toll-free telephone number (1-800-96ABUSE). If these incidents are in any way associated with this contract, the Coalition shall be informed in writing and within 24 hours of the incident.

3. The Sub-recipient shall screen and conduct background checks of all individuals hired or engaged in activities to carry out the services and deliverables entrusted to the Sub-recipient by the Coalition and stated in this contract.

T. Transportation Disadvantaged

If clients are to be transported under this contract, the Sub-recipient will comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F.A.C. The Coalition shall not bear any liability for any incidents or violations of such laws or neglect to individuals that are being transported to or from places where services are being delivered. The Sub-recipient shall ensure proper liability coverage with insurance or bonding to protect those who have been entrusted to their care.

U. Purchasing

Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of or are required to carry out this contract shall be procured in accordance with the provisions of Sections 403.7065 and 287.045, F.S., the Coalition’s Procurement Policy and binding regulatory laws. The sub-recipient shall notify the Coalition within 15 days if seeking procurement of services related to this contract.

V. Civil Rights Requirements

1. Except for those exceptions permitted by law, the Sub-recipient will not discriminate against any person in the performance of this contract, or against any applicant for employment, because of age, race, creed, color, disability, national origin, or sex. The Sub-recipient further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its
programs and activities are not discriminating against those participants or employees because of age, race, creed, color, disability, national origin, or sex. This provision is binding upon any Agency employing fifteen (15) or more individuals.

2. Non-Discrimination and Harassment-Free Workplace

a. The Sub-recipient, as certified in Attachment II, shall not discriminate against any employee, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status, or sex. The Sub-recipient shall also provide a harassment-free workplace and give any allegation of harassment priority attention and action by management. The Sub-recipient will comply with the requirements as set forth in Public Law 105-220, section 188.

b. The Sub-recipient shall be compliant with the Sarbanes Oxley Section 404 - Whistleblower Policy and ensure compliance with the Coalition’s Code of Conduct and Ethics Policy.

W. Independent Capacity of the Contractor

1. In the process of executing the terms and conditions stipulated in this contract, it is agreed between the parties that the Sub-recipient is an independent contractor and therefore solely liable for the performance of all tasks and activities detailed in the contract which are not the exclusive responsibility of the Coalition and/or the Office of Early Learning. The Sub-recipient shall be deemed capable and responsible for the hiring, firing and reprimanding of any and all employees engaged by the Sub-recipient to deliver the services and tasks outlined in this contract.

2. Except where the Sub-recipient is a state agency, the Sub-recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida; nor shall the Sub-recipient represent to others that it has the authority to bind the Coalition or the Office of Early Learning unless specifically authorized to do so.

3. Except where the Sub-recipient is a state agency, neither the Sub-recipient, its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.

4. The Sub-recipient agrees to take such actions as may be necessary to ensure that each subcontractor of the Sub-recipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

5. Unless justified by the Sub-recipient and agreed to by the Coalition in Attachment I, the Coalition will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Sub-recipient, or its subcontractor or assignee.

6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Sub-recipient, its officers, employees, agents, subcontractors, or assignees shall be the responsibility of the Sub-recipient.
X. Sponsorship / Public Announcements

1. The Sub-recipient agrees that in accordance with Section 286.25, F.S., any organization or entity, whether public or private, which sponsors a program financed primarily by state funds or funds obtained for a state agency shall, in publicizing, advertising, or describing of the sponsorship of this project, the following statement shall be used: “Sponsorship by (name or organization), Early Learning Coalition of Brevard County, Inc., State of Florida, Office of Early Learning”.

2. If the sponsorship referenced written material, the words “State of Florida, Office of Early Learning” shall appear in the same size letters or type as the name of the organization. When issuing statements, press releases and other documents describing projects or programs funded in whole or in part with funds under this contract, each shall clearly state (1) sponsor information as identified in the paragraph above, and (2) when applicable, the percentage of the total cost of the program or project which will be financed with Coalition funds and the dollar amount of federal funds for the project or program.

3. The use of Florida Partnership for School Readiness and the Agency for Workforce Innovation logos has been discontinued. The use of these logos needs to be approved by the Coalition prior to use. This section does not apply to Coalition logos.

Y. Final Invoice

1. The final invoice shall be submitted for fees or other compensation for services or expenses in sufficient detail with un-altered copies of original substantiating documents to satisfy the Coalition, federal and state pre- and post-audit requirements.

2. Payments due to the Sub-recipient under the terms of this Contract may be withheld until all invoices due from the Sub-recipient are received by the Coalition and necessary adjustments have been approved by the Coalition.

2. The Sub-recipient shall submit the final invoice for payment by the Coalition within forty-five (45) calendar days after this Contract expires or is terminated (June 30th of each fiscal year). If the Sub-recipient fails to do so, all rights to payment are forfeited and the Coalition will not honor any request submitted after the aforesaid time period.

Z. Use of Funds for Lobbying Prohibited

Funds awarded under this contract may not be used for lobbying purposes pursuant to State and Federal Law, including but not limited to, Section 216.347, F.S. and 45 CFR Part 93 which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or state agencies (Attachment II).

AA. Public Entity Crime

As required by Section 287.133(3)(a), FS, the following restrictions are placed on the ability of persons convicted of public crimes to enter into agreements and/or transact business with the Coalition: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the
construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Sub-recipient confirms compliance with this requirement as certified in Attachment II, Sworn Statement on Public Entity Crimes.

BB. Drug-Free Workplace

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, subpart F, the Sub-recipient will ensure a drug-free workplace as certified in Attachment II, Drug-Free Workplace Requirement Certification. Violations of this code shall be promptly and appropriately addressed by the Sub-recipient to deter future incidents. Any and all drug related incidents shall be made known to the Coalition.

CC. Patents, Copyrights, and Royalties

1. Pursuant to Section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, the Sub-recipient shall refer the discovery or invention to the Coalition to be referred 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 this contract are reserved to the State of Florida.

2. Pursuant to Section 286.021, F.S., and subject to claims of the United States Department of Health and Human Services, any and all copyrights accruing under or in connection with the utilization and funds awarded under this contract are hereby reserved to the State of Florida.

3. Pursuant to 45 CFR 92.31, the United States Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through this contract and any rights of copyright purchased with such federal funds.

4. The Sub-recipient, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the Sub-recipient. The Sub-recipient has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt, written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the Sub-recipient may, at its option and expense, procure for the Department of State, the right to continue use of replace, or modify the article to render it non-infringing. If the Sub-recipient uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

DD. Disclosure of Governmental Investigation

To provide the Coalition notice and full and complete disclosure of any governmental
investigation or inquiry, administrative proceeding or private adversary action which could in any way impact upon the service contemplated by this Contract within seven (7) calendar days of the Sub-recipient’s receipt of written notice of such action.

EE. Certification of Authority

The Sub-recipient certifies that its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The Sub-recipient also certifies that the undersigned possesses the authority to legally execute and bind with the Coalition to the terms of this Contract.

FF. Cost Allocation Plan Certification

The Sub-recipient certifies as specified in Section B-10 and Attachment VII that its Cost Allocation Plan has been developed in accordance with the requirements of OMB Circular A-122. A copy of this plan is to be submitted to the Coalition for its review and acceptance within fifteen (15) days of contract execution.

GG. Warrant of Ability to Perform

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

II. THE COALITION AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed $290,551 subject to the availability of funds. The Coalition’s and the State of Florida’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature and the availability of federal funds. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

III. THE SUB-RECIPIENT AND THE COALITION MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on July 1, 2014 regardless of date on which the contract has been signed by both parties. It shall end on June 30, 2015.

B. Force Majeure and Notice of Delay from Force Majeure

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

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

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

C. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Due to Lack of Funds

In the event funds to finance this contract become unavailable, the Coalition may terminate the contract upon no less than 24 hour notice in writing to the Sub-recipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Coalition shall be the final authority as to the availability of funds. In the event of termination of this contract, the Sub-recipient will be compensated for any work satisfactorily completed prior to notification of termination. Any expenses initiated after the termination notice has been issued and received by the Sub-recipient shall not be reimbursed by the Coalition.

3. Termination for Breach

This contract may be terminated for the Sub-recipient’s non-performance upon no less than
thirty (30) days notice in writing to the Sub-recipient. If applicable, the Coalition may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breaches and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Coalition’s right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the Coalition or remedy audit findings in a manner satisfactory to the Coalition will be a sufficient cause for termination. To be terminated as a provider of services under this provision, the Sub-recipient must have: (1) previously failed to satisfactorily perform in a contract with the Coalition, been notified by the Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance or audit findings to the satisfaction of the Coalition; or (2) had previously had a contract terminated by the Coalition for cause.

D. Renegotiation or Modification

Modifications or renegotiations of provisions of this contract shall only be valid when said modifications have been communicated in writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the Coalition’s appropriations process and subsequently identified in the Coalition’s operating budget. The parties agree to renegotiate all necessary terms and conditions affecting the contract if federal and/or state revisions of any applicable laws or regulations had made changes in the contract necessary.

E. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

The Sub-recipient name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

**School Board of Brevard County, Florida.**

2700 Judge Fran Jamieson Way
Viera, Florida 32940

The name of the contact person and street address where financial and administrative records are maintained is:

**Melissa Catechis, Ed.D., Director**
**Student Services, Home Education and Students at Risk**
2700 Judge Fran Jamieson Way
Viera FL 32940
(321) 633-1000 Ext 567

The name, address, and telephone number of the contract manager for the Coalition for this contract is:

**Sky Beard, Executive Director**
**Early Learning Coalition of Brevard County, Inc.**
P.O. Box 560692
Rockledge, Florida 32956
(321) 637-1800, ext. 2010

The name, address, and telephone number of the representative of the sub-recipient responsible for administration of the program under this contract is:

**Janean Knight, Resource Teacher**
**Student Services**
2700 Judge Fran Jamieson Way
Viera FL 32940
(321) 633-1000 Ext 525
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

E. All Terms and Conditions Included

This Contract and its Attachments, as reference #ELCB-14.15-01, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

F. Governing Law

1. 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 perform its obligations herein in accordance with the terms and conditions of the Contract.

2. The parties shall be governed by applicable state and federal laws, rules and regulations including, but not limited to:

   • Section 215.97 F.S., State Single Audit Act
   • OMB Circulars A-87, A-110, A-122 and A-133 (as applicable)
   • Child Care Development Fund (CCDF) Block Grant, 42 USC § 9858 et seq. and Section 418 of the Social Security Act, as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act, 42 USC § 618
   • Provisions of the current approved CCDF State Plan
   • 45 CFR parts 74, 92, 98 and 99
   • Temporary Assistance for Needy Families, 42 USC § 601 et seq.
   • American Recovery and Reinvestment Act of 2009

   • Other state and federal laws, rules and regulations referenced in this Contract, the approved Service Delivery Plan, and Attachments I through VIII and Exhibits A through I.

4. Authority for school readiness and its related programs are provided in:

   Chapter 1002, F.S.
   Part A, Title IV of the Social Security Act
G. Third Party Rights

No rights of any third party are created by this Contract and no person not a party to this Contract may rely on any provision herein notwithstanding any representation, written or oral, to the contrary.
I have read the contract and understand each section and paragraph.

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

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
"SUB-RECIPIENT"

SIGNED BY: 
NAME: Karen Henderson
TITLE: Board Chairperson
DATE: 

SIGNED BY: 
NAME: Brian Binggeli
TITLE: Superintendent
DATE: 

EARLY LEARNING COALITION OF BREVARD COUNTY, INC.

"COALITION" (ELCB Federal ID#: 59-3651961)

SIGNED BY: 
NAME: Alan Bergman
TITLE: Board Chairperson
DATE: 

SIGNED BY: 
NAME: Sky Beard
TITLE: Executive Director
DATE: 

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PROVISION OF SERVICES

The purpose of this contract, made and entered into the first day of July 2014 by and between the School Board of Brevard County, Florida ("Sub-recipient") and the Early Learning Coalition of Brevard County, Inc. ("Coalition"), is to provide a home to school partnership system through the Florida First Start Program that offers education and support services for families with children (from birth through age four) at risk of future school failure.

I. SERVICES TO BE PROVIDED

A. General Description

1. General Statement

   The sub-recipient will provide early intervention education and support services to children and families participating in the Teen Parent Program through the Florida First Start Program.

2. Authority

   a. Administration for the Florida First Start Program is provided by the Office of Early Learning, in accordance with Sections 1002.81 – 1002.97, F.S.

   b. The Early Learning Coalition of Brevard County, Inc. Service Delivery Plan as approved by the Office of Early Learning.

   c. The Early Learning Coalition of Brevard County, Inc. Request for Proposals RFP #ELCBRFP12.13.02.

   d. The sub-recipient’s response to the Early Learning Coalition of Brevard County, Inc. RFP #ELCBRFP12.13.02.

3. Scope of Service

   Services are to be provided to pregnant and parenting students enrolled in Brevard Public Schools.

4. Major Program Goal

   The goal of the services supported under this contract is to incorporate Family Literacy Core Values by providing early, high-quality parent education and support that will enable parents to enhance their prenatal, parenting and child care skills, laying the foundation for future school success, and minimizing the development of disabilities and developmental problems which interfere with learning.

B. Clients to be Served

1. General Description

   Clients to be served under this contract are students "at-risk" for future school failure and their families.

2. Client Eligibility

   Clients eligible for services under this contract are economically disadvantaged students/children, students/children with disabilities, students/children at risk of future school failure and their families.
3. **Client Determination**

   The determination of eligibility for services will be identified by the sub-recipient.

4. **Contract Limits**

   Terms of this contract are subject to modification in accordance with amendments to the Florida Statutes. Services under this contract are not to be sub-contracted to another organization. The Coalition's performance and obligation to pay under this contract is contingent upon annual appropriations by the Legislature for services defined in this contract. Total reimbursement for this contract period shall not exceed **$290,561**.

II. **MANNER OF SERVICE PROVISION**

A. **Service Tasks**

   1. **Task List**

      a. Provide services to a minimum of sixty (60) eligible students and their families.

      b. Provide parent resources during the home visit.

      c. Provide parent resources at each designated school.

      d. Conduct home visits, every month, utilizing trained School Social Workers and Literacy Outreach Assistants who shall inform the parents about stages of child development and suggest methods for parents to encourage children's intellectual, language, physical, and social development. School Social Workers and Literacy Outreach Assistants shall also offer guidance on home safety, nutrition, effective discipline, constructive pay activities, and other topics.

      e. Provide monthly parent education sessions for Florida First Start program participants.

      f. Perform appropriate developmental, vision and hearing screenings for program participants.

      g. Establish a procedure to help parents identify their goals for education and self-sufficiency and to monitor their progress toward achievement of their goals. The program must provide a referral network to help parents who need special assistance, for themselves or their children, beyond the scope of Florida First Start.

      h. Provide training opportunities for School Social Workers and Literacy Outreach Assistants which shall include, but not be limited to, choosing quality child care as prescribed by the Coalition, child growth and development, health, safety, nutrition, identifying and reporting child abuse and neglect, developmentally appropriate activities for young children, and avoidance of income-based, race-based, and gender-based stereotyping.

      i. Offer training and guidance to parents on providing an environment rich in language and music (including classical music) and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in children. Training must also encourage parents to read at least thirty (30) minutes each day to their children.

      j. Adopt effective procedures for acquiring and disseminating to the local education agency participating in the program significant information from education research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects.
k. Perform all service tasks as specified in the Coalition's approved Service Delivery Plan and any applicable statutes, regulations, and program plans. The approved plan and any approved amendments shall be the guiding policy for services funded under this contract unless federal and state guidelines or laws require otherwise.

l. Provide a mechanism for data collection that, at a minimum, will calculate the performance measure and outcome measure achievements as well as other required statistical information outlined in this document under the Reports section within the required timelines.

B. Service Limits
   Services must be performed within Brevard County in compliance with Florida Statutes 1002 and 402 and the approved Service Delivery Plan, as applicable.

C. Staffing Requirements

1. Staffing Levels
   The Brevard Public School District (Florida First Start Program) is expected to determine and maintain appropriate staffing levels to ensure the provision of services stipulated in the agreement.

2. Professional Qualifications
   The Brevard Public School District (Florida First Start Program) will ensure that all program social workers and literacy outreach assistants meet the qualifications outlined by the School Board of Brevard County, Florida. Qualifications include:

   a. Literacy Outreach Assistant: Associates Degree or higher
   b. Social Worker: Masters Degree
   c. Valid Florida Driver’s License.
   d. On-going professional development to include but not limited to:
      
      (1) Child Development  
      (2) Child Health, Safety & Nutrition  
      (3) Age-appropriate Screening  
      (4) Family Dynamics  
      (5) Teen Parenting  
      (6) Child Abuse Identification and Reporting  
      (7) Trauma Informed Care

   The Brevard Public School District (Florida First Start Program) will maintain a record of the qualifications and ongoing professional development of program social workers and literacy outreach assistants.

3. Staffing Changes
   The Brevard Public School District (Florida First Start Program) shall submit written notification within five (5) business days of changes in key staff and/or changes in the organization that would adversely affect the provision of services outlined in the contract. If the program manager position is vacant the Brevard Public School district (Florida First Start) shall immediately notify the Coalition of the identity of the person who is assuming the responsibilities of that position during the
vacancy. Once the position is permanently filled, the Coalition shall be notified in writing of the identity and qualifications of the incumbent.

4. **Subcontractors**

Subcontractors are not permitted under this contract.

C. **Service Location and Times**

1. **Service Location and Times**

Services are to be provided within the geographical region of Brevard County to expectant or parenting students exhibiting high risk factors for school failure. Services are to be provided through on-going voluntarily home visits and support services, during traditional and non-traditional hours.

2. **Changes in Location**

No changes are allowed in the location of services without prior approval by the Coalition.

D. **Equipment**

1. It is the responsibility of the sub-recipient to determine what equipment is necessary to provide services, develop reimbursement requests, and respond to data requests by the Coalition.

2. The sub-recipient will ensure the necessary equipment is available for the continuation of the contract period. None of the funds expended under the applicable program will be used 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.

III. **DELIVERABLES**

A. **Service Units**

The sub-recipient's service delivery units will be in accordance with the specifications below and the terms and conditions of this contract.

1. Participant identification/recruitment and outreach at middle and high schools in Brevard County.

2. Pre- and post- parent questionnaires - PICCOLO

3. Assessments to determine the need for assistance beyond the scope of the Florida First Start program. A service plan will be developed and implemented for each student determining the services and the number of home visits needed.

4. Monthly Home Visitation

5. Monthly Parent Education Sessions

6. Parent Resource materials to include lending library where books and materials are left at the home for parents to use with their children.

7. In-home family literacy activities

8. Parent support and training (as their child's first teacher, effective parenting skills, home safety, nutrition, effective discipline, constructive play activities, developmental assistance, choosing quality child care, community resources and other related topics)
9. Developmental, vision and hearing screenings
10. Referrals and assistance with achieving self-sufficiency goals
11. Center-based play and reading activities

B. Reports

The sub-recipient will provide information to the Coalition as appropriate in monthly, quarterly, and year-end reports.

Note: Receipt of reports by the Coalition shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Coalition reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters within the contract. The Coalition, at its discretion, may allow additional time within which the sub-recipient may remedy the objections noted by the Coalition or the Coalition may, after the sub-recipient has been given a reasonable opportunity to complete, make adequate, or make acceptable the reports, declare this contract to be in default.

The required contents of each are outlined as follows:

1. Monthly Reports

   Reports will be due fifteen (15) days following the end of the previous month for the Florida First Start Program. Report format is identified in Exhibit A and is to include the following information:
   a. Number of students/families enrolled
   b. Number of pre- and post-parent questionnaires administered
   c. Number of new students/families enrolled during the month
   d. Number of students/ families who dropped during the month and a reason why
   e. Number of assessments completed to determine the need for assistance beyond the scope of the Florida First Start program.
   f. Number of referrals for community resources
   g. Number of home visits
   h. Number of program participants receiving referrals and screenings
   i. Number of books distributed to program participants
   j. Staff professional development provided

2. Quarterly Reports

   Reporting periods will be July through September, October through December, January through March, and April through June, as applicable to contract period. Reporting information includes the following:
   a. The sub-recipient shall complete and submit to the Coalition a Certified Minority Business Utilization Report, when applicable, no later than ten (10) calendar days following the end of the reporting period. Copies of invoices or other supporting documentation for products or services listed on the report must accompany the report. In the event, no minority businesses
were utilized for the quarter, the sub-recipient shall notify the Coalition in writing no later than ten (10) calendar days following the end of the reporting period. The report format are identified in Exhibit B.

The subsequent reports and information will be due fifteen (15) calendar days following the applicable reporting period:

b. Status of performance measure achievements. Report format is identified in Exhibit C and is based on record reviews.

3. Year-End Report

The year-end report will be due forty-five (45) days following the end of the contract period. Report format is identified in Exhibit D and is to include the following information:

a. Consumer satisfaction survey results for the contract year

b. Performance and Outcome measure achievement results

4. Other Reporting Requirements

a. The sub-recipient will submit a Tangible Property Inventory Report for fiscal year 2013 - 2014 by March 31, 2015.

b. The Sub-recipient will maintain a separate list of property that has a useful life of one year or greater that will be returned to the Coalition upon termination of the contract. Items that should be maintained on this supplemental inventory list include, but are not limited to, chairs, desks and other furniture, calculators, computers, printers, facsimile equipment, copiers, books, and other property that represent resources that are not categorized as office supplies or depleted as such. Listing shall be submitted by September 15 of each current fiscal year.

C. Records and Documentation

The sub-recipient will make reports to the Coalition as may be reasonably necessary to enable the Coalition, the State of Florida Office of Early Learning, Department of Financial Services and/or Auditor General to perform their duties. The sub-recipient will maintain such records for a period of five (5) years from the date of submission of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the Agreement, whichever occurs last. The sub-recipient also agrees to provide access to those records, as the: Coalition, State of Florida, Office of Early Learning, Department of Financial Services or Auditor General deem necessary to perform their duties.

IV. PERFORMANCE SPECIFICATIONS

A. Performance Measures – Florida First Start Program

*The methodology for calculating each performance measure immediately follows the specified measure*

1. The Florida First Start Program will provide services to a minimum of sixty (60) students and their families during the contract year.

*Total number of students provided services during the contract year who meet eligibility requirements.*
2. 100% of student records will reflect documentation of eligibility requirements for the Florida First Start Program.

   Total number of student records reflecting documentation of eligibility requirements (economically disadvantaged, children with disabilities, or children at risk of future school failure)
   Divided by
   Total number of students participating in the Florida First Start Program

3. 95% of students and their families served will receive a home visit or home visit attempt every month.

   Total number of student records reflecting documentation of a home visit or home visit attempt every month the student is enrolled in the program for more than 7 days during the month
   Divided by
   Total number of student records reviewed where the student was enrolled in the Florida First Start Program

4. 95% of the students served will receive a satisfaction survey during the course of the contract year.

   Total number of student records reflecting documentation of distribution of a satisfaction survey where the family received services for at least 2 months
   Divided by
   Total number of student records where the family received services for at least 2 months

B. Outcome Measures – Florida First Start Program

   The methodology for calculating each outcome measure immediately follows the specified measure.

1. 90% of families enrolled in the Florida First Start Program in FY 2014-2015 will indicate satisfaction with services as measured by satisfaction surveys.

   Total number of families with survey results of at least satisfactory rating
   Divided by
   Total number of families with survey results

2. 80% of families participating in the home visiting program will demonstrate increased knowledge of child development and methods for fostering their child's development as evidenced by the pre- and post-parent questionnaires administered in the program.

   Total # of families participating in the home visiting program that demonstrate increased knowledge of child development and methods for fostering their child's development as evidenced by the pre- and post-parent questionnaires administered in the program.
   Divided by
   Total # of families participating in the home visiting program that complete the pre- and post-parent questionnaire administered in the program.

3. 100% of staff will be trained to effectively support and educate high-risk families.

   Number of staff demonstrating compliance with the professional qualifications

C. Monitoring and Evaluation Methodology

1. By execution of this contract, the sub-recipient hereby acknowledges and agrees that its performance under the contract must meet the standards set forth in this contract and will be bound by its conditions. If the sub-recipient fails to meet the terms of this contract, the Coalition will notify the sub-recipient in writing of the specific performance failures and may require the sub-recipient to respond to the performance failures by developing a corrective action plan that is mutually agreed upon by the Coalition and sub-recipient. In the event a mutual agreement cannot be reached, the Coalition will have final determination of the corrective action plan requiring conformance with the contract. If the sub-recipient fails to achieve compliance with the corrective
action plan, the Coalition has the authority to terminate the contract for cause in the absence of any extenuating or mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive determination of the Coalition.

2. The Coalition will formally monitor the sub-recipient quarterly using the formats identified in Exhibit E through Exhibit H. (Note: Each quarterly monitoring may not entail an actual site visit. Select monitorings may be a desk audit only.)

The monitoring may include but not limited to:

a. Review of participant records to ensure all required documentation stated herein is present and complete. Format is identified in Exhibit H.

b. Assessment of compliance with reporting requirements and evaluation of data collection methodology.

c. Assurance of participant satisfaction through review and evaluation of the sub-recipient's methodology and tools used for determining participant satisfaction or by independent survey methods conducted by the Coalition.

d. Interviews with program staff and participants.

e. Review of back-up documentation to support allowable costs billed on monthly invoices. This may include, but is not limited to, cancelled checks, paid bills, payroll, time and attendance records, and general ledgers.

D. Sub-recipient Responsibilities

1. The Sub-recipient will report and provide documentation of all contractually requested deliverables within the designated timeframes.

2. The Sub-recipient will ensure that all records are made available to the Coalition for monitoring purposes.

3. The Sub-recipient will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, all funds allocated by the Coalition.

3. The Sub-recipient shall work collaboratively with the Coalition's other School Readiness service providers to ensure comprehensive School Readiness services are provided, as applicable.

E. Coalition Responsibilities

1. The Coalition shall provide technical assistance and other appropriate support to the sub-recipient upon request and to the extent that resources allow.

2. The Coalition will monitor performance and outcome measures and quality of services provided, assure fiscal accountability, and report to the Board of Directors any finding(s) related to the sub-recipient's performance.

V. METHOD OF PAYMENT
This a performance based, cost reimbursement contract. The Coalition shall pay the sub-recipient for the delivery of services in accordance with the terms of this attachment for a total dollar amount not to exceed $290,551.

A. Budget

All expenditures charged to this contract are to be in compliance with applicable state and federal requirements regarding allowable expenditures, the cost allocation plan submitted by the sub-recipient, and the budget submitted by the sub-recipient, approved by the Coalition, and referenced in Exhibit I. Line item changes in excess of 20% must be approved by the Coalition.

B. Payment Specifics

1. The Coalition will pay the sub-recipient on a cost reimbursement for a total dollar amount not to exceed the following:

<table>
<thead>
<tr>
<th>Service Category</th>
<th>OCA</th>
<th>Total Dollar Amount Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Services</td>
<td>97BBA</td>
<td>$3500.00</td>
</tr>
<tr>
<td>Parent Education</td>
<td>97QPT</td>
<td>$286,051.00</td>
</tr>
<tr>
<td>Quality Enhancements</td>
<td>97Q00</td>
<td>$1000.00</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>$290,551.00</td>
</tr>
</tbody>
</table>

2. The total budgeted amount of $290,551 shall be based on the contract period of December 1, 2014 through June 30, 2015.

3. The Coalition shall pay the sub-recipient on the basis of monthly invoices submitted to the Coalition no later than fifteen (15) calendar days following the end of the reporting period. The invoice format is identified in Exhibit I. Appropriate supporting documentation (i.e. copies of un-altered invoices, receipts, purchase orders, copies of checks issued by the sub-recipient, copies of payroll journals, and/or any other documentation which supports the expenditure) as well as detailed general ledger reports generated from the sub-recipient's accounting program for the Florida First Start Program are to be submitted with the invoice.

4. Invoices may be hand delivered or mailed to the Early Learning Coalition of Brevard County, Inc., Attention: Contracts, P.O. Box 560692, Rockledge, FL 32956-0692 or emailed to contracts@elcbrevard.org.

5. The Coalition may withhold payment if the sub-recipient is determined by the Coalition to be out of compliance with the terms of the contract.

6. The Coalition's decision to withhold funds shall be in writing and submitted to the sub-recipient. The written notice will specify the manner and extent to which the sub-recipient has failed to comply with the terms of the contract. When the situation identified as problematic is corrected, payment will be reinstated to the Sub-recipient.

VI. SPECIAL PROVISIONS AND DEFINITION OF TERMS

A. Special Provisions

1. Contract Contingency

This contract is contingent on the Early Learning Coalition of Brevard County, Inc., Inc. having a signed Grant Agreement with the State of Florida, Office of Early Learning.
2. Confidentiality

The sub-recipient shall not use or disclose any information or data gathered in the administration of the service delivery plan for any purpose not in conformity with state statutes and federal law or regulations except where appropriate authorization has been obtained. Sub-recipient shall ensure that all data systems used for the management of early learning programs are secure and the data stored in these systems remains confidential. Disclosure of any confidential information received by the Office of Early Learning, the Coalition or the sub-recipient will be governed by the provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and any other applicable state and federal law.

4. Positions of Special Trust

The sub-recipient shall establish and comply with a policy regarding criteria for designating positions of special trust which meet or exceed the requirements established in section 110.1127(3)(a), Florida Statute. The sub-recipient shall designate those employee positions, contractual employee positions, intern positions, or volunteer positions that, because of the special trust or responsibility or sensitive location of those positions, require that persons occupying these positions be subject to a security background check. At a minimum, the policy must treat positions of special trust to include positions in which individuals have contact with children for 15 hours or more per week or have access to confidential information.

5. Construction / Purchase of Buses

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

6. Procurement

In accordance with Sections 287.057 and 946.40, F.S., the sub-recipient agrees that it will comply with the state procurement requirements as outlined in those sections. Furthermore, the sub-recipient acknowledges that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to the sub-recipient, may not submit a bid on a contract with the sub-recipient for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Coalition, may not award or perform work as a contractor, supplier, or consultant under contract with the sub-recipient, and may not transact business with the sub-recipient.

7. Press Releases/Advertising

All press releases or outreach materials related to contract services or activities must be submitted to the Coalition for final approval prior to release.

8. Funding Sources

The following funding source applies to this contract:

93.575 – Child Care Development Funds (CCDF)

a. The sub-recipient will provide reasonable opportunities for the participation of teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of the program.

b. Any application, evaluation, periodic program plan or report relating to the program will be made readily available to parents and other members of the general public.

c. The sub-recipient will comply with the applicable provisions of the Early Learning Coalition of Brevard County, Inc. Request for Proposal #ELCBRFP12.13.02, which is hereby incorporated by reference.

d. The sub-recipient will provide services in accordance with this contract and the sub-recipient's proposal submitted in response to the Request for Proposals #ELCBRFP12.13.02 – Quality Services for Teen Age Parent Program, which is hereby incorporated by reference. If there are areas of conflict, the contract language will prevail.

e. The sub-recipient will comply with policies and procedures as they are developed and set forth by State of Florida, Office of Early Learning and the Coalition regarding early learning services.

f. The sub-recipient will submit to the Coalition a cost allocation plan in accordance with the applicable provision of the Office of Early Learning’s Cost Allocation Plan (CAP) Guidance document which is hereby incorporated by reference. The plan is to be submitted within fifteen (15) days of contract execution.

10. Contract Renewal

This contract may be renewed, at the sole discretion of the Coalition, on a yearly basis not to exceed five (5) years beyond the initial contract or for a period no longer than the term of the original contract, whichever period is longer. Such renewals, which may include modifications, shall be contingent upon satisfactory performance evaluations as determined by the Coalition and shall be subject to the availability of funds. Each renewal shall be confirmed in writing and shall be subject to the same terms and conditions set forth in the initial contract.

B. Definition of Terms

1. Amendment. A document by which substantial changes are made to essential parts of an executed contract, i.e., cost, services, time period, method of payment, etc. and has been made part of the current contract with the same enforceable authority.

3. Attachment I. Outline of the services provisions stipulated in the contract.

4. Civil Rights Act of 1964. A comprehensive law establishing federal guarantees of civil rights in the fields of voting, public accommodations, use of public facilities, public education, benefits under federally assisted programs, employment and other fields generally categorized as equal protection of the laws within the meaning of the 14th Amendment to the U.S. Constitution. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, prohibits discrimination in public employment on the basis of race, color, religion, sex, or national origin. Title VI prohibits discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.

5. Coalition. The local (Brevard) Early Learning Coalition created pursuant to Chapter 1002, Florida Statutes, and responsible for of early learning services in the sub-recipient’s Service Delivery Area.
6. **Comprehensive Services.** A component of planned School Readiness services to support positive early childhood development by providing an array of services in the areas of family involvement, prevention of abuse and neglect, behavioral health intervention, physical health and nutrition services, as well as access and linkages to community resources.

7. **Contract.** This is a formal written agreement that is mutually agreed to by the pertinent parties, a purchase order, or rate agreement between the Coalition and a separate entity or organization for the procurement of services. A formal contract consists of the Standard Contract, Attachments with special provisions and exhibits deemed necessary to achieve the Coalition’s Mission Statement and in compliance with State and Federal Circulars.

8. **Contract Manager.** An individual designated to be responsible for overall contract management and serves as the liaison for the Coalition and sub-recipient.

9. **Contract Number.** A unique number assigned to each contract by the Coalition and used as a reference to ensure accuracy in dealing with management issues.

10. **Contract Signer.** The person or persons authorized to sign binding contracts on behalf of the Coalition and its sub-recipients. This includes certifications of emergency for retroactive payment, certifications of emergency procurement and single source requests for the Coalition. The appropriate signer is designated pursuant to the delegations of authority granted by the Board of Directors for the Coalition and its sub-recipients.

11. **Cost Reimbursement.** A method of payment used to reimburse the sub-recipient for actual expenses incurred in the process of delivering line items included in the budget and supported by un-altered copies of original related documentation.

12. **Early Learning Services.** An umbrella for all services under the oversight of the Early Learning Coalition of Brevard County, Inc. to enhance children’s readiness for school.

13. **Economically Disadvantaged.** A family’s whose income is below 150 percent of the federal poverty level.

14. **Exhibit.** A supplement to the contract.

15. **F.A.C.** Florida Administrative Code.

16. **Florida School Readiness Performance Standards for 3, 4, and 5 Year Old Children.** Preschool and kindergarten performance standards adopted by the Florida Partnership for School Readiness on August 14, 2001 that describe age appropriate understandings related to the ways young children think, reason, create, and recreate as they engage in the learning process.

17. **F.S.** Florida Statutes.

18. **Invoice.** A standardized form used by the sub-recipient to request reimbursement payment from the Coalition as stated in the contract.

19. **Manner of Service Provision.** This section details how, when, and where the services are to be provided as per the contract and its Attachments.

20. **Method of Payment.** The method of payment section specifies the total or maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, and the frequency with which invoices will be submitted to the Coalition. It identifies the documentation
which must be submitted by the sub-recipient to the Coalition or maintained on file by the sub-recipient to establish an audit trail for contract costs and provision of services.

21. OCA Codes. Other Cost Accumulator Codes (OCA) are utilized to track expenditures which are required by the Office of Early Learning.

22. Office of Early Learning (OEL). The office charged with the responsibility for oversight for school readiness operations.

23. Parent: An individual within the Student Parent Program, who has guardianship of a child and participates in the Florida First Start program.

24. Parent Support. This is a range of services for families of high-risk, at-risk, or handicapped preschool children, including appropriate community/agency referrals; development of parent-to-parent support groups; education relating to growth and development, developmental assistance, and objective, measurable skills, including abuse avoidance skills; and training of parents to advocate for their child.

25. Quality Assurance/Quality Improvement (QA/QI). A continuous process for internal and external evaluation and reporting on the structure, process and outcome of the school readiness service delivery system. The process evaluates the extent to which administration, staff and subcontracted providers are in compliance with pre-established standards, and includes corrective action planning and implementation aimed at services not meeting specified Coalition contractual standards.

26. School Readiness Programs. Early child care services for eligible families offered under the umbrella of Early Learning Services and authorized by Chapter 1002, F.S.

27. Service Delivery Plan. The written document adopted by the Coalition and approved by the Office of Early Learning that establishes outcome and process objectives for the school readiness service delivery system. The document includes priority service needs, priority target groups, and programmatic strategies.

28. Services to be Provided. This statement is an expression in clearly defined terms of the expectations of the contract, the activities related to work to be performed, and/or the Coalition’s goals and objectives to be achieved.

29. Special Provisions. This section contains any special requirements not covered elsewhere in the contract, e.g., licensing requirements, federal/state laws, rules and regulations with which the sub-recipient and/or the Coalition must comply, reporting requirements, etc.

30. Subcontractor. Any person or entity, other than the provider, that enters into an agreement with the Provider to perform any services set forth in this contract.

31. Sub-recipient. The agency or organization that by contract with the Coalition is responsible for providing or ensuring the provision of services.

Other definitions and terms that are not identified in the definitions section of this contract are set forth in Chapter 6M, Florida Administrative Code.
ASSURANCES AND CERTIFICATIONS

The Coalition will not issue a contract where the Sub-recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under the Contract, the Sub-recipient hereby certifies and assures that it will fully comply with the following assurances and certifications. By signing the Attachment, the Sub-recipient is providing the following assurances and certifications:

A. Assurances – Non-Construction Programs (SF 424 B)

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-Federal share of project cost) to ensure proper planning, management and completion of the contract.

2. Will give the Coalition, Florida's Office of Early Learning, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or Coalition directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the Coalition.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

7. Will comply with, or has already complied with, the requirements of titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a
result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purpose regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333) regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this contract.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544 as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this contract.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

NOTE: Some of these Assurances may not be applicable to your program. If you have questions, please contact the Coalition.

The Sub-recipient, through the duly appointed undersigned representative, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not, within a three-year period preceding the Contract, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph B.2. of this certification; and/or

4. Have not, within a three-year period preceding the Contract, had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the Sub-recipient is unable to certify to any of the statements in this certification, such Sub-Recipient shall attach an explanation to the Contract.


The undersigned, as a duly authorized representative of the Sub-recipient, certifies, to the best of his or her knowledge and belief, that:

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

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

The Sub-recipient shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the
required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.


Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F, the Sub-recipient, through the duly appointed undersigned representative, attests and certifies that the Sub-recipient will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
   a. The dangers of drug abuse in the workplace.
   b. The policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation and employee assistance programs.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Contract, the employee will:
   a. Abide by the terms of the statement.
   b. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the Coalition in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Grant(s).

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

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

Check ( ) if there are workplaces on file that are not identified here.
Check ( ) if an additional page was required for the listing of the workplaces.
The Sub-recipient will inform the Coalition of any changes relevant to the provisions of this section.

E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES (SECTION 287.133 FLORIDA STATUTES).

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

The Sub-recipient understands and agrees that it is required to inform the Coalition immediately upon any change of circumstances regarding this status.

F. UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995 (SECTION 507, P.L. 103-333)

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Sub-recipient shall comply with section 507, P.L. 103-333. To the extent practicable, all equipment and products purchased with funds made available in this Act should be American-Made.


In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Sub-recipient shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the Coalition to include a condition that authorizes the Coalition to terminate the award, without penalty, if the recipient or a sub-recipient (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub-awards under the award.

H. PRO-CHILDREN ACT OF 1994 (PART C, P.L. 103-227)

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

I. CERTIFICATION REGARDING IMMIGRATION STATUS

The Sub-recipient certifies that it agrees to comply with the provisions of section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC 1611), ensuring that only individuals eligible for CCDF services receive them.
J. CERTIFICATION REGARDING STANDARDS OF CONDUCT

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

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

By:  ____________________________________________________________
Authorized Representative Signature          Date

Brian T. Binggeli, Ed.D., Superintendent
Print Name/Title
AUDIT REQUIREMENTS

The administration of resources awarded by the Coalition to the Sub-recipient may be subject to audits and/or monitoring by the Coalition and the Florida Office of Early Learning (OEL) as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), the Coalition and OEL may conduct or arrange for monitoring of activities of the Sub-recipient. Such monitoring activities may include on-site visits by the Coalition, OEL staff or contracted consultants. By entering into this agreement, the Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Coalition and/or OEL. The Sub-recipient 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.

RELATED PARTY DISCLOSURES AND AUDITOR WORKPAPERS ON INTERNAL CONTROLS

The Sub-recipient will ensure that all related party transactions are disclosed to the auditor for inclusion in the audit report footnote disclosures in accordance with the requirements of OMB Circular A-133 and Generally Accepted Government Auditing Standards, as published by the United States Government Accountability Office.

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

COMPLIANCE AND REPORTING ON INTERNAL CONTROLS

The Sub-recipient is required to perform a self-assessment of internal controls by completing the annual Internal Control Survey Form. The Sub-recipient shall provide a copy of the completed annual Internal Control Survey Form to the Coalition, within 30 days of contract signing.

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

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

In addition, the Sub-recipient attests they will complete the annual Internal Control Survey Form and are in compliance with the requirements of OMB Circular A-133 section .105
AUDITS

PART I: FEDERALLY FUNDED

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

1. In the event that the Sub-recipient expends $500,000 or more in Federal awards in its fiscal year, the Sub-recipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. An audit of the Sub-recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Sub-recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

3. Such audits shall cover the entire Sub-recipient organization for the organization’s fiscal year. Compliance findings related to contracts with the Coalition shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to Florida’s Office of Early Learning via the Coalition shall be fully disclosed in the audit report with reference to the contract involved. Additionally, the results from the Coalition’s annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.

4. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Coalition in effect during the audit period.

5. If the Sub-recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Sub-recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Sub-recipient resources obtained from other than Federal entities).

6. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit Sub-Recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 CFR, Part 74.26 for further details.

7. A website that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED

This part is applicable if the Sub-recipient is a non-state entity as defined by Section 215.97, F.S. (the Florida Single Audit Act).

1. In the event that the Sub-recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Sub-recipient, the Sub-recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550
Attachment III

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

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Sub-recipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Sub-recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Sub-recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, 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 Sub-recipient’s resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fdfs.com/fsaa/.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and as required by PART I of this agreement shall be submitted by or on behalf of the Sub-recipient directly to each of the following at the address indicated:

   A. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse). Single audit reporting package for fiscal periods ending on or after January 1, 2008 must be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System at:

      http://harvester.census.gov/fac/collect/ddeindex.html

   B. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this attachment (in correspondence accompanying the audit report, indicate the date that the Sub-recipient received the audit report); copies of the reporting package described in Section .320 (d), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this attachment must be sent to the Early Learning Coalition of Brevard County, Inc. at the address listed below:

   Early Learning Coalition of Brevard County
   Attn: Executive Director
   PO Box 560692
   Rockledge, FL 32956-0692
3. Copies of financial reporting packages required by PART II of this agreement, including any management letters issued by the auditor, shall be submitted by or on behalf of the Sub-Recipient directly to:

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

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

Sub-recipients, when submitting financial reporting packages to the Coalition for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Sub-recipient in correspondence accompanying the reporting package.

Financial reporting packages shall include: (1) the annual A-133 financial statement audit and all related disclosures, (2) all applicable reports related to the A-133 audit, and (3) the management letter provided by the auditor (if any).

PART IV: RECORD RETENTION

The Sub-recipient shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of five years from the date the audit report is issued or until resolution of audit findings or litigation related to the terms and conditions of the this contract and shall allow the Coalition, Florida's Office of Early Learning or its designee, access to such records upon request. The Sub-recipient shall ensure that audit working papers are made available to the Coalition upon request for a period of five years from the date the audit report is issued, unless extending in writing by the Coalition or OEL.
FISCAL GUIDANCE 240.02
[OEL-FG-0004-12]

TANGIBLE PERSONAL PROPERTY

Legal Authorities
- 45 CFR Part 74
- Chapter 274, Florida Statutes
- Chapter 691-73, Florida Administrative Code

Summary
This revised fiscal guidance provides up-to-date information and specific requirements consistent with applicable federal regulations, Florida Statutes, and state rules relative to the management, disposition, and utilization of tangible personal property purchased with state and federal funds. Tangible personal properties purchased solely with state funds (e.g., VPK funds) must apply all applicable requirements described under Chapter 274, F.S., and Chapter 691-73, F.A.C. Tangible personal properties purchased solely with federal funds (e.g., SR funds) must apply all applicable requirements provided under 45 CFR Part 74, Chapter 274, F.S., and Chapter 691-73, F.A.C. When entities combine funding for the purchase of tangible property, then the more restrictive requirements apply.

This fiscal guidance replaces OEL-FG-0049-08.

Background
The federal Child Care and Development Fund (CCDF) and Temporary Assistance for Needy Families (TANF) block grants provide a substantial part of the funds allocated and
TANGIBLE PERSONAL PROPERTY

awarded to an early learning coalition or its contractor for the coalition's school readiness program. The U.S. Department of Health and Human Services (HHS) administers both grants.

Federal regulations governing grant funds that HHS provides require recipients of the federal grant funds to follow certain requirements for the management, disposition, and utilization of property purchased with the federal grant funds (45 C.F.R. § 74.34). These requirements include maintaining certain records of property purchased with the federal grant funds and performing a physical inventory of the property at least once every two years. These federal regulations are limited to “tangible nonexpendable personal property . . . charged directly to the award having a useful life of more than one year and an acquisition cost of $5,000 or more per unit” (45 C.F.R. § 74.2). Federal regulations also allow a state to establish lower limits for these requirements (id.). Because Florida Early Learning Programs draw down federal funds from the State Treasury, coalitions and applicable contractors must also follow all applicable state laws and rules.

State requirements relative to the management and disposition of tangible personal property are sometimes more restrictive than the federal regulations applied to equipment. Chapter 274, F.S., and Chapter 691-73, F.A.C., define tangible personal property as an item of a non-consumable and non-expendable nature, the value or cost of which is $1,000 or more and the normal expected life of which is one year or more. This also includes hardback-covered, bound books with a value of $250 or more.

OPERATIONAL DEFINITIONS

Custodian: The person or agency entitled to lawful custody of tangible personal property.

Custodian Delegate: The person acting under the supervision of the custodian to whom the custodian has delegated the custody of property, and from whom the custodian receives custody receipts.

Disposition: The final status of tangible personal property (e.g., sale, scrap, donation, transfer, etc.) when the coalition removes it from the inventory.

Early Learning Coalition (ELC): Created under 411.01, F.S., Early Learning Coalitions are not-for-profit organizations tasked with administering the state’s early education programs at the local level.
**Inventory Procedures and Disposal of Property**

**Equipment:** Tangible personal property with a value or cost of $1,000 or more, and having a projected useful life of one year or more, as well as any hardback-covered bound book with a value or cost of $250 or more that the coalition does not circulate.

**Florida’s Office of Early Learning (FOEL):** The entity responsible for federal and/or state grant program funds received from the State of Florida. The State of Florida tasks Florida’s Office of Early Learning with administering the state’s early childhood development and education programs (i.e., School Readiness Program and the Voluntary Pre-kindergarten Education Program). *Note: Based on changes to state law enacted by SB 2156, effective October 1, 2011, OEL is a division of the Florida Department of Education. OEL was designated at that time as the lead agency for administration of the Federal Child Care and Development Fund, the school readiness system in accordance with s. 411.01 and the operational requirements of the Voluntary Prekindergarten Education Program in accordance with part V of chapter 1002.*

**Grant Purchased Property:** An item defined as “equipment” stipulated in 45 C.F.R. § 74.2, defined as “property” in s. 274, F.S., and Rule 69I-73, F.A.C., which a coalition or its contractor purchased using state or federal funds that Florida’s Office of Early Learning allocated and awarded.

**Inventory Management:** Includes all functions related to the recording, tracking, and safeguarding of equipment. This would include the monitoring of equipment moved to and from various locations.

**Material Service Organizations:** Subrecipients or other entities contracted to administer or manage the grant program(s). Many ELCs may contract with other entities to perform and/or manage portions of the services for the SR and/or the VPK programs (i.e. as a primary service provider or a central agency). This type of organization may have a subrecipient contract relationship with the ELC, and is often called a “material service organization.”

**Pass-through Entity:** A pass-through entity is a non-federal entity that provides a federal award to other entities to carry out a federal program. Pass-through entities are also known as recipients/subrecipients. Florida’s Office of Early Learning is a subrecipient, and receives grant program funds directly from the federal awarding agencies. The ELCs are subrecipients of Florida’s Office of Early Learning since they receive grant program funds from Florida’s Office of Early Learning to perform/manage operations material to the School Readiness and VPK programs. When the ELCs award federal funds for program purposes to other entities to carry out program activities, they will also become ELC subrecipients.

**Program:** A grant, appropriation, or other designated funds whose activities, including costs, a coalition must accumulate and report to the funding sources. Examples of grant
TANGIBLE PERSONAL PROPERTY

programs are: (1) Florida’s School Readiness Program, which the U.S. Department of Health and Human Services’ Child Care Development Block Grant Fund and Temporary Assistance for Needy Families (TANF) fund; and (2) Florida’s Voluntary Prekindergarten Education Program, which state general revenues fund.

Recipient: A non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.

School Readiness Program (SR): The School Readiness Program is part of the state’s early childhood education development and programs. Each ELC’s or contractor’s School Readiness program should provide the elements necessary to prepare at-risk children for school, including health referrals and an appropriate educational program. Coalitions and contractors provide SR services on a full day, full-year, and full-choice basis to the extent possible in order to enable parents to work and be financially self-sufficient. The delivery of SR programs is comprised of child care providers and school-based sites that public and nonpublic schools operate. A mixture of federal and state dollars funds SR programs. SR programs include, but are not limited to, the following elements:

- Developmentally-appropriate curriculum;
- Appropriate staff-to-children ratio; and
- Parents making an informed choice of child care providers.

Subrecipient: A non-federal entity that expends federal awards provided by a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

Threshold for Recording Property: An entity must record in its financial system as property for inventory purposes all property with a value or cost of $1,000 or more with a projected useful life of one year or more. Where a coalition or contractor has a more restrictive threshold, the coalition or contractor will follow that threshold level.

Title to Equipment: According to federal regulations, title to equipment a recipient acquires with HHS funds must vest in the recipient.

Vendor: A dealer, distributor, merchant, or other seller providing goods or services that are required to conduct a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program.

Voluntary Prekindergarten Education Program (VPK): The Voluntary Pre-kindergarten Education program is part of the state’s early childhood development and education services delivery model. It provides that every 4-year-old child in Florida is eligible for a free, high quality pre-kindergarten learning opportunity that shall be
voluntary and delivered according to professionally accepted standards. The state
designed this program to enhance each child's ability to make age-appropriate progress in
the development of language and cognitive capabilities through education in basic skills.
Private Pre-Kindergarten providers and school-based sites operated by public and
nonpublic schools comprise the delivery system for the VPK program. Money from the
state General Revenue (GR) fully funds the VPK program.

INSTRUCTIONS

Recording of Property
Statute and rule require each entity to maintain adequate records of property in its
custody. Each property record entered at the time of the purchase transaction must
include the following information:

(a) Identification number
(b) Description of item or items
(c) Physical location
(d) Name of custodian with assigned responsibility for the item
(e) In the case of a property group, the number and description of the component
   items comprising the group
(f) Name, make, or manufacturer, if applicable
(g) Year and/or model(s), if applicable
(h) Manufacturer's serial number(s), if any, and if an automobile, vehicle
   identification number (VIN) and title certificate number, if applicable
(i) Date acquired
(j) Cost or value at the date of acquisition for the item
(k) Method of acquisition and, for purchased items, the voucher and check or warrant
   number
(l) Date the item was last physically inventoried and the condition of the item at that
date
(m) If disposed of, use or refer to the information prescribed in Rule 69I-73.005,
   F.A.C.
(n) The coalition or contractor may include any other information on the individual
   property record that it may care to include

Identification of Property
A coalition or contractor shall place a decal or tag on an item of grant-purchased property
to identify the property. The decal or tag should contain at least a unique identification
number and the name of the coalition or contractor. The coalition or contractor shall
record the property tag identification number on the Property Tag Assignment Form
(Attachment 1) or a substantially similar form the coalition or contractor adopts.
TANGIBLE PERSONAL PROPERTY

Marking of Property
The coalition or contractor must permanently mark each property item with the identification number assigned to that item to establish its identity and that the coalition or contractor holding title to the item owns it. The marking must visually display the property identification number of the item and may include an electronic scanning code ("barcode") to facilitate electronic inventory procedures.

Location of Marking
The coalition or contractor must mark items of a similar nature in a similar manner to facilitate identification. In determining a marking location, the entity must give careful consideration to the intended use of the items; the probability that wear, vandalism, or routine maintenance functions could obliterate the marking; and the appropriateness of the marking method the entity chooses. Additionally, the location of the marking and the marking method the entity chooses must not mar the appearance of the item.

Inventory of Grant-Purchased Property
As Chapter 691-73, F.A.C., requires, each entity must conduct a physical inventory of equipment at least once per year and whenever there is a change of custodian or change of custodian’s delegate. A coalition must provide its updated Master Property Inventory List to Florida’s Office of Early Learning no later than October 1 of each year or within 30 days of a change in custodian or custodian’s delegate. Florida’s Office of Early Learning provided a Master Property Inventory Form (Attachment 2) as a sample format for the inventory report. During a required inventory, a coalition should take the following steps:

(a) For the inventory of an item physically present and properly described on the Master Property Inventory List:
   o Physically inspect the item;
   o Match the property tag identification number and description of the item against the Master Property Inventory List;
   o Verify the current condition of the item against the condition described on the Master Property Inventory List; and
   o Record the initials of the person taking the inventory next to the item on the Master Property Inventory Form, indicating that the person inventories the item, and the date performed.

(b) For the inventory of an item physically present with incorrect or missing information:
   o If an item’s property tag identification number matches the Master Property Inventory List but the description of the item does not match, the custodian
must investigate and correct the inventory as appropriate. The custodian
should draw a line through the incorrect description, record the correct
description immediately above or after the incorrect entry, and follow the
steps described in subparagraph (a) above.
- If an item’s property tag identification number does not appear on the Master
Property Inventory List, the custodian must investigate and correct the
inventory as appropriate. The custodian should add the item to the Master
Property Inventory List and follow the steps described in subparagraph (a)
above.
- If an item does not have a decal or tag with a property tag identification
number, the custodian must investigate and correct the inventory as
appropriate. The custodian should determine whether the item appears on the
Master Property Inventory List.
  - If the item appears on the Master Property Inventory List, determine the
identification number of the original property tag, place a replacement tag
with the original property tag identification number on the item, and
follow the steps described in subparagraph (a) above.
  - If the item does not appear on the Master Property Inventory List, place a
new property tag on the item, add the item to the Master Property
Inventory List, and follow the steps described in subparagraph (a) above.
- If the manufacturer’s serial number on the item does not match the serial
number on the Master Property Inventory List, draw a line through the
incorrect serial number, record the correct description immediately above or
after the incorrect entry, and follow the steps described in subparagraph (a)
above.

(c) For the inventory of an item on the Master Property Inventory List but no longer
physically present, draw a line through the entry and make the appropriate
notation as follows:
- “Transferred”: The coalition or contractor transferred the item to another
location or entity (i.e., another contractor, same coalition area). Note the
change of location on the Master Property Inventory List and Property Tag
Assignment Form.
- “Stolen”: Someone stole or may have stolen the item. Note on the Master
Property Inventory List the date the item was reported stolen. Attach a copy of
a police offense report.
- “Lost”: The item is missing and determined lost. Note on the Master Property
Inventory List the date the custodian determined the item to be lost.
- “Surplus”: The item is surplus and reported on the Surplus Property Form
(Attachment 3) along with a signed Surplus Property Affidavit (Attachment
4).
(d) Enter the date, required certification signatures, and other requested information on the last page of the Master Property Inventory List.

(e) A coalition or contractor annually submits a copy of Master Property Inventory List to Florida’s Office of Early Learning no later than October 1 of each year and keeps the original form in the coalition’s or contractor’s files.

Additional Considerations

- Electronic scanning format used for the identification number is acceptable only if the recorded data is downloadable to a computer that the coalition or contractor can then use to generate reports that will include all information required on the hard copy of the inventory form.

- In addition to tangible personal property valued at $1,000 or more, Florida’s Office of Early Learning recommends that coalitions and contractors maintain a listing of attractive or sensitive items (e.g., laptop computers, tablet computers, iPads, smart phones, digital cameras) costing less than $1,000. Although state rules do not require coalitions and contractors to record such items on the Master Property Inventory List, the portability and desirability of such items necessitate additional safeguards related to their control, assignment, and use. The failure to maintain a listing of attractive or sensitive items increases the risk of loss or theft of such items without timely detection by management.

- If the custodian discovers property during an inventory that the coalition or contractor has not included on the inventory forms but that meets the requirements for accounting and control, the custodian must create an inventory form for the item upon location. After appropriate investigation to establish the ownership of the item, the custodian must add it to the property records or, if the custodian cannot reasonably establish ownership, the coalition or contractor may dispose of the item in the manner provided by law applicable to surplus property, pursuant to Chapter 274.05 and 274.06, F.S.

- The custodian delegate must not personally inventory items for which the custodian delegate is responsible.

Upon request, the coalition or contractor must make the master inventory list available for inspection by Florida’s Office of Early Learning to assure compliance with applicable federal and state requirements.

Florida’s Office of Early Learning requires a special inventory when there is a change in the coalition’s contractor or in the composition of a coalition.

Maintenance Procedures

Federal regulations require that the custodian implement adequate maintenance procedures to keep the equipment in good condition. Florida’s Office of Early Learning
INVENTORY PROCEDURES and DISPOSAL of PROPERTY

staff or independent contracted auditors/monitors may review support documentation to ensure compliance with this requirement.

Transferring Property Within the Same Coalition

A coalition or contractor must document the transfer of grant-purchased property from one office to another, or from one location to another within the same coalition, by updating the new physical location on the Master Property Inventory List and the Property Tag Assignment Form (Attachments 1 & 2).

Lost or Stolen Grant-Purchased Property

Upon completion of a physical inventory or other discovery, the custodian must reconcile inventory records as appropriate. This includes comparing the data listed on the inventory forms with the individual property records. The custodian must investigate noted differences such as location, condition, and custodian and correct as appropriate. Alternatively, the custodian must relocate the item to its assigned location and custodian in the individual property record. Further, the custodian must promptly report to management items not located during the inventory process for thorough investigation. If the investigation determines that someone stole or may have stolen the item, the custodian must update the individual property record at the time of determination, and file a report filed with the appropriate law enforcement agency describing the missing item and circumstances surrounding its disappearance.

Disposition of Property

If the custodian has no need for the equipment, the custodian must perform the following tasks:

- A coalition or contractor that has a disposition policy in place may follow its policy consistent with Chapters 274.05, 274.06, and 274.07, F.S.
- A coalition or contractor that has no such policy in place must submit a request to Florida’s Office of Early Learning for approval prior to disposition.
- When a coalition or contractor legally disposes of equipment items in accordance with the coalition’s or contractor’s policy or state statutes, the coalition or contractor must record the following information on the individual property record for each item: (a) date of disposition; (b) authority for disposition (resolution of the governing body properly recorded in the minutes as Chapter 274.07, F.S., requires); (c) manner of disposition (sold, donated, transferred, cannibalized, scrapped, destroyed, traded); (d) identity of the employee(s) witnessing the disposition, if cannibalized (e.g., the process of dismantling portions or components of a property item to repair, replace, upgrade, or extend the useful life of other property items), scrapped, or destroyed; (e) for items disposed of, a notation identifying any related transactions (e.g., receipt for sale of the item, insurance recovery, trade-in); (f) for property certified as surplus, reference to documentation evidencing that the coalition or contractor disposed of
such property in the manner Chapter 274.05 or 274.06, F.S., requires.

Priority of Disposition
When no longer needed for the original project or program, the custodian must use the equipment in connection with its other federally-sponsored activities, if any, in the following order of priority:

1. Programs, projects, or activities the HHS awarding agency sponsors;
2. Programs, projects, or activities other HHS awarding agencies sponsor; then
3. Programs, projects, or activities other federal agencies sponsor.

Transfer of Property Records
The coalition or contractor must transfer to a disposed property file, upon disposition of the item, the individual property record for each item of which the coalition or contractor lawfully disposes. The coalition or contractor must maintain such records for five years after disposition.

Replacement of Former Policy
This revised fiscal guidance replaces OEL-PI-0049-08 (Inventory Procedures and Disposal of Property) that the Office of Early Learning/Agency for Workforce Innovation adopted on September 24, 2008.

History

Original.—OEL-PI-0039-06 (June 23, 2006). Revised.—OEL-FG-0049-08 (September 24, 2008). Revised.—OEL-FG-0004-12 (December 11, 2012)

Attachments:
Attachment 1 (Property Tag Assignment Form)
Attachment 2 (Master Property Inventory Form)
Attachment 3 (Surplus Property Form)
Attachment 4 (Surplus Property Affidavit)
Florida's Office of Early Learning  
Property Tag Assignment Form

**Coalition:**

**Designated Custodian:**

**Address:**

**Address:**

**Phone:**

**Phone:**

**Fax:**

**Fax:**

Affix attached tag(s) to the front of the item(s) listed below. Complete every blank space for each item below. Sign at bottom of form indicating that all information provided is correct and that the tag(s) have been affixed. Attach a copy of the PO, Check or Invoice/Receipt for items listed.

<table>
<thead>
<tr>
<th>Coalition Tag #</th>
<th>PO or Check #</th>
<th>Full Street Address of Location of Property</th>
<th>City</th>
<th>Description of Item (Include Name, Make, Manufacture &amp; Model #)</th>
<th>Serial Number</th>
<th>Amount</th>
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I CERTIFY THE TAGS LISTED ABOVE HAVE BEEN AFFIXED TO THE PROPERTY DESCRIBED AND THAT ALL ABOVE INFORMATION IS CORRECT.

Signature

Printed Name

Phone#

Date

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FOEL-Revised 12/11/2012

Attachment 1
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<tr>
<th>Identification #</th>
<th>Physical Location</th>
<th>Description (include make, model # and manufacturer, if applicable)</th>
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<th>Cost or Value of Item</th>
<th>Date of Acquisition</th>
<th>% of Federal Participation and calculation formula used</th>
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<th>Method of Acquisition</th>
<th>Check, Warrant or voucher number used for acquisition</th>
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<tr>
<th>Current Condition</th>
<th>Disposition Information (when property is disposed)</th>
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<tbody>
<tr>
<td>☐ Excellent</td>
<td>Date of Disposal</td>
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<tr>
<td>☐ Good</td>
<td>Sales Price</td>
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<tr>
<td>☐ Fair</td>
<td>☐ Scrap</td>
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<td>☐ Poor</td>
<td>☐ Fair Market Value &amp; Method</td>
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<td>☐ Surplus</td>
<td>☐ Stolen</td>
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<th>Notes:</th>
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Coalition Signature / Date

FOEL – 12/11/12
FLORIDA'S OFFICE OF EARLY LEARNING
SURPLUS PROPERTY FORM

TO: ______________________________ From: ______________________________
________________________________
________________________________

PAGE: ______ DATE: ______

<table>
<thead>
<tr>
<th>ID Tag #</th>
<th>Description of Property ( w/name, make, model # and manufacturer)</th>
<th>Physical location of property being made surplus</th>
<th>Condition*</th>
<th>Serial Number</th>
<th>Comments</th>
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ADDRESS:

CUSTODIAN DELEGATE:

TELEPHONE NUMBER:

SUNCOM NUMBER:

FAX NUMBER:

*CONDITION OF PROPERTY: E = EXCELLENT; G = GOOD; F = FAIR; P = POOR; S = SCRAP

I HEREBY CERTIFY THIS PROPERTY AS SURPLUS.

SUBMITTING CUSTODIAN SIGNATURE: ______________________________________

FOEL – Revised 12/11/2012

ATTACHMENT 3
FLORIDA'S OFFICE OF EARLY LEARNING
SURPLUS PROPERTY AFFIDAVIT

Coalition / Contractor: __________________________________________

located at __________________________________________, Florida, disposed of

'surplus items' as attached in the following manner:

☐ Local Landfill  ☐ Dumpster  ☐ Donated to: __________________________

☐ State Contract Vendor  ☐ Other: __________________________

on __________________________.

_________________________ __________________________
Signature Date

Witness:

_________________________ __________________________
Signature Date

Printed Name

_________________________ __________________________
Signature Date

Printed Name

FOEL 12/11/12 (revised)
Early Learning Coalition of Brevard County
Prior Approval Annual Request
Fiscal Year 2014-2015

DATE:

TO: Early Learning Coalition Director of Business Operations

CONTRACTOR:

RE: Prior Approval Request and Response Form: Individual Cost Items

We request approval of the expenditure(s) described as follows:

Brief Narrative Summary:

Cost Summary:

Proposed Funding Source:

☐ SR administration (97BBA)
☐ SR Quality – Parent Education (97QPT) ☐ SR Quality – General (97Q00)

☐ Other ____________________________

Additional Information:

Certification Statement:
PLEASE NOTE THAT TRANSMISSION OF THIS REQUEST FORM TO ELC INDICATES YOUR ACKNOWLEDGEMENT OF APPLICABLE PURCHASING POLICIES AND/OR PROCUREMENT STANDARDS FROM THE OMB CIRCULARS OR OTHER PROGRAM GUIDELINES. TRANSMISSION OF THIS REQUEST FORM TO ELC ALSO INDICATES COMPLIANCE WITH THE ABOVE-MENTIONED STANDARDS.

Authorized Signature ____________________________ Date ____________
<table>
<thead>
<tr>
<th>Date</th>
<th>Travel Performed</th>
<th>Purpose or Reason</th>
<th>Hour of Departure and Return</th>
<th>Meals for Class A &amp; B Travel</th>
<th>Actual Lodging</th>
<th>Map Mileage Claimed***</th>
<th>Vehicular Mileage Claimed</th>
<th>Total Mileage (in dollars)</th>
<th>Other Expenses</th>
<th>Type</th>
<th>Less total</th>
<th>OCA Code</th>
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If actual mileage is less than calculated mileage, check the box to the left of map mileage column.

Notes

Total: $0.00

LESS ADVANCE:

LESS PERSONAL EXPENSES OR CLASS C MEALS:

NET AMOUNT DUE: $0.00

Pursuant to Section 112.061 (3) (a), Florida Statute, I hereby certify and affirm to the best of my knowledge the above travel was for official business for the Early Learning Coalition of Brevard County Inc. and was performed for the purpose(s) stated above.

TRAVELER'S SIGNATURE: ____________________________

SUPERVISOR'S SIGNATURE: ____________________________

DATE: ____________________________

SUPERVISOR'S TITLE: ____________________________

DOT Map Mileage Website: [http://www2.dot.state.fl.us/CityToCityMileageViewer.aspx](http://www2.dot.state.fl.us/CityToCityMileageViewer.aspx)
Florida Statute 112.061 - Travel

112.061 Per Diem and travel expenses of public officers, employees, and authorized persons.--

(1) LEGISLATIVE INTENT.--To prevent inequities, conflicts, inconsistencies, and lapses in the numerous laws regulating or attempting to regulate travel expenses of public officers, employees, and authorized persons in the state, it is the intent of the Legislature:

(a) To establish standard travel reimbursement rates, procedures, and limitations, with certain justifiable exceptions and exemptions, applicable to all public officers, employees, and authorized persons whose travel is authorized and paid by a public agency.

(b) To preserve the standardization established by this law:

1. The provisions of this section shall prevail over any conflicting provisions in a general law, present or future, to the extent of the conflict; but if any such general law contains a specific exemption from this section, including a specific reference to this section, such general law shall prevail, but only to the extent of the exemption.

2. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(2) DEFINITIONS.--For the purposes of this section, the following words shall have the meanings indicated:

(a) Agency or public agency—Any office, department, agency, division, subdivision, political subdivision, board, bureau, commission, authority, district, public body, body politic, county, city, town, village, municipality, or any other separate unit of government created pursuant to law.

(b) Agency head or head of the agency—The highest policymaking authority of a public agency, as herein defined.

(c) Officer or public officer—An individual who in the performance of his or her official duties is vested by law with sovereign powers of government and who is either elected by the people, or commissioned by the Governor and has jurisdiction extending throughout the state, or any person lawfully serving instead of either of the foregoing two classes of individuals as initial designee or successor.

(d) Employee or public employee—An individual, whether commissioned or not, other than an officer or authorized person as defined herein, who is filling a regular or full-time authorized position and is responsible to an agency head.

(e) Authorized person--

1. A person other than a public officer or employee as defined herein, whether elected or commissioned or not, who is authorized by an agency head to incur travel expenses in the performance of official duties.

2. A person who is called upon by an agency to contribute time and services as consultant or adviser.

3. A person who is a candidate for an executive or professional position.
(f) Traveler—A public officer, public employee, or authorized person, when performing authorized travel.

(g) Travel expense, traveling expenses, necessary expenses while traveling, actual expenses while traveling, or words of similar nature—The usual ordinary and incidental expenditures necessarily incurred by a traveler.

(h) Common carrier—Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

(i) Travel day—A period of 24 hours consisting of four quarters of 6 hours each.

(j) Travel period—A period of time between the time of departure and time of return.

(k) Class A travel—Continuous travel of 24 hours or more away from official headquarters.

(l) Class B travel—Continuous travel of less than 24 hours which involves overnight absence from official headquarters.

(m) Class C travel—Travel for short or day trips where the traveler is not away from his or her official headquarters overnight.

(n) Foreign travel—Travel outside the United States.

(3) AUTHORITY TO INCUR TRAVEL EXPENSES—

(a) All travel must be authorized and approved by the head of the agency, or his or her designated representative, from whose funds the traveler is paid. The head of the agency shall not authorize or approve such a request unless it is accompanied by a signed statement by the traveler's supervisor stating that such travel is on the official business of the state and also stating the purpose of such travel.

(b) Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency and must be within the limitations prescribed by this section.

(c) Travel by public officers or employees serving temporarily in behalf of another agency or partly in behalf of more than one agency at the same time, or authorized persons who are called upon to contribute time and services as consultants or advisers, may be authorized by the agency head. Complete explanation and justification must be shown on the travel expense voucher or attached thereto.

(d) Travel expenses of public employees for the sole purpose of taking merit system or other job placement examinations, written or oral, shall not be allowed under any circumstances, except that upon prior written approval of the agency head or his or her designee, candidates for executive or professional positions may be allowed travel expenses pursuant to this section.

(e) Travel expenses of public officers or employees for the purpose of implementing, organizing, directing, coordinating, or administering, or supporting the implementation, organization, direction, coordination, or administration of, activities related to or involving travel to a terrorist state shall not be allowed under any circumstances. For purposes of this section, "terrorist state" is defined as any state, country, or nation designated by the United States Department of State as a state sponsor of terrorism.

(f) The agency head, or a designated representative, may pay by advancement or reimbursement, or a combination thereof, the costs of per diem of travelers for foreign travel at the current rates as specified in
the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)" and incidental expenses as provided in this section.

(g) A traveler who becomes sick or injured while away from his or her official headquarters and is therefore unable to perform the official business of the agency may continue to receive subsistence as provided in subsection (6) during this period of illness or injury until such time as he or she is able to perform the official business of the agency or returns to his or her official headquarters, whichever is earlier. Such subsistence may be paid when approved by the agency head or his or her designee.

(h) The State Surgeon General or a designee may authorize travel expenses incidental to the rendering of medical services for and on behalf of clients of the Department of Health. The Department of Health may establish rates lower than the rate provided in this section for these travel expenses.

(4) OFFICIAL HEADQUARTERS.—The official headquarters of an officer or employee assigned to an office shall be the city or town in which the office is located except that:

(a) The official headquarters of a person located in the field shall be the city or town nearest to the area where the majority of the person's work is performed, or such other city, town, or area as may be designated by the agency head provided that in all cases such designation must be in the best interests of the agency and not for the convenience of the person.

(b) When any state employee is stationed in any city or town for a period of over 30 continuous workdays, such city or town shall be deemed to be the employee's official headquarters, and he or she shall not be allowed per diem or subsistence, as provided in this section, after the said period of 30 continuous workdays has elapsed, unless this period of time is extended by the express approval of the agency head or his or her designee.

(c) A traveler may leave his or her assigned post to return home overnight, over a weekend, or during a holiday, but any time lost from regular duties shall be taken as annual leave and authorized in the usual manner. The traveler shall not be reimbursed for travel expenses in excess of the established rate for per diem allowable had he or she remained at his or her assigned post. However, when a traveler has been temporarily assigned away from his or her official headquarters for an approved period extending beyond 30 days, he or she shall be entitled to reimbursement for travel expenses at the established rate of one round trip for each 30-day period actually taken to his or her home in addition to pay and allowances otherwise provided.

(5) COMPUTATION OF TRAVEL TIME FOR REIMBURSEMENT.—For purposes of reimbursement and methods of calculating fractional days of travel, the following principles are prescribed:

(a) The travel day for Class A travel shall be a calendar day (midnight to midnight). The travel day for Class B travel shall begin at the same time as the travel period. For Class A and Class B travel, the traveler shall be reimbursed one-fourth of the authorized rate of per diem for each quarter, or fraction thereof, of the travel day included within the travel period. Class A and Class B travel shall include any assignment on official business outside of regular office hours and away from regular places of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved.

(b) A traveler shall not be reimbursed on a per diem basis for Class C travel, but shall receive subsistence as provided in this section, which allowance for meals shall be based on the following schedule:

1. Breakfast—When travel begins before 6 a.m. and extends beyond 8 a.m.
2. Lunch—When travel begins before 12 noon and extends beyond 2 p.m.

3. Dinner—When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

No allowance shall be made for meals when travel is confined to the city or town of the official headquarters or immediate vicinity; except assignments of official business outside the traveler’s regular place of employment if travel expenses are approved. The Chief Financial Officer shall establish a schedule for processing Class C travel subsistence payments at least on a monthly basis.

(6) RATES OF PER DIEM AND SUBSISTENCE ALLOWANCE.--For purposes of reimbursement rates and methods of calculation, per diem and subsistence allowances are provided as follows:

(a) All travelers shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveler:

1. Eighty dollars per diem; or

2. If actual expenses exceed $80, the amounts permitted in paragraph (b) for subsistence, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefore.

When lodging or meals are provided at a state institution, the traveler shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided for in this subsection.

(b) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business as provided in paragraph (5)(b):

1. Breakfast .............. $6

2. Lunch .................. $11

3. Dinner .................. $19

(c) No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state.

(7) TRANSPORTATION.--

(a) All travel must be by a usually traveled route. In case a person travels by an indirect route for his or her own convenience, any extra costs shall be borne by the traveler; and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. The agency head or his or her designee shall designate the most economical method of travel for each trip, keeping in mind the following conditions:

1. The nature of the business.

2. The most efficient and economical means of travel (considering time of the traveler, impact on the productivity of the traveler, cost of transportation, and per diem or subsistence required). When it is more efficient and economical to either the traveler or the agency head, jet service offered by any airline,
whether on state contract or not, may be used when the cost is within an approved threshold determined by the agency head or his or her designee.

3. The number of persons making the trip and the amount of equipment or material to be transported.

(b) The Department of Financial Services may provide any form it deems necessary to cover travel requests for traveling on official business and when paid by the state.

(c) Transportation by common carrier when traveling on official business and paid for personally by the traveler, shall be substantiated by a receipt therefore. Federal tax shall not be reimbursable to the traveler unless the state and other public agencies are also required by federal law to pay such tax. In the event transportation other than the most economical class as approved by the agency head is provided by a common carrier on a flight check or credit card, the charges in excess of the most economical class shall be refunded by the traveler to the agency charged with the transportation provided in this manner.

(d) 1. The use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the agency head or his or her designee. Whenever travel is by privately owned vehicle:

a. A traveler shall be entitled to a mileage allowance at a rate of 44.5 cents per mile; or

b. A traveler shall be entitled to the common carrier fare for such travel if determined by the agency head to be more economical.

2. Reimbursement for expenditures related to the operation, maintenance, and ownership of a vehicle shall not be allowed when privately owned vehicles are used on public business and reimbursement is made pursuant to this paragraph, except as provided in subsection (b).

3. All mileage shall be shown from point of origin to point of destination and, when possible, shall be computed on the basis of the current map of the Department of Transportation. Vicinity mileage necessary for the conduct of official business is allowable but must be shown as a separate item on the expense voucher.

(e) Transportation by chartered vehicles when traveling on official business may be authorized by the agency head when necessary or where it is to the advantage of the agency, provided the cost of such transportation does not exceed the cost of transportation by privately owned vehicle pursuant to paragraph (d).

(f) The agency head or his or her designee may grant monthly allowances in fixed amounts for use of privately owned automobiles on official business in lieu of the mileage rate provided in paragraph (d). Allowances granted pursuant to this paragraph shall be reasonable, taking into account the customary use of the automobile, the roads customarily traveled, and whether any of the expenses incident to the operation, maintenance, and ownership of the automobile are paid from funds of the agency or other public funds. Such allowance may be changed at any time, and shall be made on the basis of a signed statement of the traveler, filed before the allowance is granted or changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to paragraph (d).

(g) No contract may be entered into between a public officer or employee, or any other person, and a public agency, in which a depreciation allowance is used in computing the amount due by the agency to the individual for the use of a privately owned vehicle on official business; provided, any such existing contract shall not be impaired.
(h) No traveler shall be allowed either mileage or transportation expense when gratuitously transported by another person or when transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for the fare for such transportation up to the cost of a commercial airline ticket for the same flight, even though the owner or pilot of such aircraft is also entitled to transportation expense for the same flight under this subsection.

(8) OTHER EXPENSES.--

(a) The following incidental travel expenses of the traveler may be reimbursed:

1. Taxi fare.

2. Ferry fares; and bridge, road, and tunnel tolls.

3. Storage or parking fees.

4. Communication expense.

5. Convention registration fee while attending a convention or conference which will serve a direct public purpose with relation to the public agency served by the person attending such meetings. A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but not be limited to, banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary. However, any meals or lodging included in the registration fee will be deducted in accordance with the allowances provided in subsection (6).

(b) Other expenses which are not specifically authorized by this section may be approved by the Department of Financial Services pursuant to rules adopted by it. Expenses approved pursuant to this paragraph shall be reported by the Department of Financial Services to the Auditor General annually.

(9) RULES.--

(a) The Department of Financial Services shall adopt such rules, including, but not limited to, the general criteria to be used by a state agency to predetermine justification for attendance by state officers and employees and authorized persons at conventions and conferences, and prescribe such forms as are necessary to effectuate the purposes of this section. The department may also adopt rules prescribing the proper disposition and use of promotional items and rebates offered by common carriers and other entities in connection with travel at public expense; however, before adopting such rules, the department shall consult with the appropriation committees of the Legislature.

(b) Each state agency shall adopt such additional specific rules and specific criteria to be used by it to predetermine justification for attendance by state officers and employees and authorized persons at conventions and conferences, not in conflict with the rules of the Department of Financial Services or with the general criteria to be used by a state agency to predetermine justification for attendance by state officers and employees and authorized persons at conventions, as may be necessary to effectuate the purposes of this section.

(10) FRAUDULENT CLAIMS.--Claims submitted pursuant to this section shall not be required to be sworn to before a notary public or other officer authorized to administer oaths, but any claim authorized or required to be made under any provision of this section shall contain a statement that the expenses were
actually incurred by the traveler as necessary travel expenses in the performance of official duties and shall be verified by a written declaration that it is true and correct as to every material matter; and any person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under the provisions of this section of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. Whoever shall receive an allowance or reimbursement by means of a false claim shall be civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

(11) TRAVEL AUTHORIZATION AND VOUCHER FORMS.--

(a) Authorization forms.—The Department of Financial Services shall furnish a uniform travel authorization request form which shall be used by all state officers, employees, and authorized persons when requesting approval for the performance of travel to a convention or conference. The form shall include, but not be limited to, provision for the name of each traveler, purpose of travel, period of travel, estimated cost to the state, and a statement of benefits accruing to the state by virtue of such travel. A copy of the program or agenda of the convention or conference, itemizing registration fees and any meals or lodging included in the registration fee, shall be attached to, and filed with, the copy of the travel authorization request form on file with the agency. The form shall be signed by the traveler and by the traveler's supervisor stating that the travel is to be incurred in connection with official business of the state. The head of the agency or his or her designated representative shall not authorize or approve such request in the absence of the appropriate signatures. A copy of the travel authorization form shall be attached to, and become a part of, the support of the agency's copy of the travel voucher.

(b) Voucher forms.—

1. The Department of Financial Services shall furnish a uniform travel voucher form which shall be used by all state officers, employees, and authorized persons when submitting travel expense statements for approval and payment. No travel expense statement shall be approved for payment by the Chief Financial Officer unless made on the form prescribed and furnished by the department. The travel voucher form shall provide for, among other things, the purpose of the official travel and a certification or affirmation, to be signed by the traveler, indicating the truth and correctness of the claim in every material matter, that the travel expenses were actually incurred by the traveler as necessary in the performance of official duties, that per diem claimed has been appropriately reduced for any meals or lodging included in the convention or conference registration fees claimed by the traveler, and that the voucher conforms in every respect with the requirements of this section. The original copy of the executed uniform travel authorization request form shall be attached to the uniform travel voucher on file with the respective agency.

2. Statements for travel expenses incidental to the rendering of medical services for and on behalf of clients of the Department of Health shall be on forms approved by the Department of Financial Services.

(12) ADVANCEMENTS.—Notwithstanding any of the foregoing restrictions and limitations, an agency head or his or her designee may make, or authorize the making of, advances to cover anticipated costs of travel to travelers. Such advancements may include the costs of subsistence and travel of any person transported in the care or custody of the traveler in the performance of his or her duties.

(13) DIRECT PAYMENT OF EXPENSES BY AGENCY.—Whenever an agency requires an employee to incur either Class A or Class B travel on emergency notice to the traveler, such traveler may request the agency to pay his or her expenses for meals and lodging directly to the vendor, and the agency may pay the vendor the actual expenses for meals and lodging during the travel period, limited to an amount not to exceed that authorized pursuant to this section. In emergency situations, the agency head or his or her
designee may authorize an increase in the amount paid for a specific meal, provided that the total daily cost of meals does not exceed the total amount authorized for meals each day. The agency head or his or her designee may also grant prior approval for a state agency to make direct payments of travel expenses in other situations that result in cost savings to the state, and such cost savings shall be documented in the voucher submitted to the Chief Financial Officer for the direct payment of travel expenses. The provisions of this subsection shall not be deemed to apply to any legislator or to any employee of the Legislature.

(14) APPLICABILITY TO COUNTIES, COUNTY OFFICERS, DISTRICT SCHOOL BOARDS, SPECIAL DISTRICTS, AND METROPOLITAN PLANNING ORGANIZATIONS.--

(a) The following entities may establish rates that vary from the per diem rate provided in paragraph (6)(a), the subsistence rates provided in paragraph (6)(b), or the mileage rate provided in paragraph (7)(d) if those rates are not less than the statutorily established rates that are in effect for the 2005-2006 fiscal year:

1. The governing body of a county by the enactment of an ordinance or resolution;

2. A county constitutional officer, pursuant to s. 1(d), Art. VIII of the State Constitution, by the establishment of written policy;

3. The governing body of a district school board by the adoption of rules;

4. The governing body of a special district, as defined in s. 189.403(1), except those special districts that are subject to s. 166.021(10), by the enactment of a resolution; or

5. Any metropolitan planning organization created pursuant to s. 339.175 or any other separate legal or administrative entity created pursuant to s. 339.175 of which a metropolitan planning organization is a member, by the enactment of a resolution.

(b) Rates established pursuant to paragraph (a) must apply uniformly to all travel by the county, county constitutional officer and entity governed by that officer, district school board, special district, or metropolitan planning organization.

(c) Except as otherwise provided in this subsection, counties, county constitutional officers and entities governed by those officers, district school boards, special districts, and metropolitan planning organizations, other than those subject to s. 166.021(10), remain subject to the requirements of this section.

(15) CLASS C TRAVEL.--Moneys appropriated from the State Treasury may not be used to pay per diem or subsistence related to Class C travel.
GENERAL INSTRUCTIONS

Class A Travel – Continuous travel of 24 hours or more away from official headquarters
Class B Travel – Continuous travel of less than 24 hours which involves overnight absence from official headquarters
Class C Travel – Travel for short or day trips where traveler is not away from his or her official headquarters overnight

Breakfast – When travel begins before 6 a.m. and extends beyond 8 a.m.
Lunch – When travel begins before 12 noon and extends beyond 2 p.m.
Dinner – When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during night-time hours due to special assignment

NOTE: No allowance shall be made for meals when travel is confined to the city or town of official headquarters or immediate vicinity except assignments of official business outside the traveler’s regular place of employment if travel expenses are approved and such special approval is noted on the travel voucher. Rates of Per Diem and Meals shall be those prescribed by section 112.061, Florida Statutes.

Per diem shall be computed at one-fourth of authorized rate for each quarter or fraction thereof. Travel over a period of 24 hours or more will be calculated on the basis of 6-hour cycles, beginning at midnight; less than 24-hour travel will be calculated on the basis of 6-hour cycles, beginning at the hour of departure from official headquarters. Hour of departure and hour of return should be shown for all travel. When claiming per diem, the meal allowance columns should not be used. Claims for actual lodging at the single occupancy rate plus meal allowance should include the commercial lodging expenses in the “Per Diem or Actual Lodging Expenses” column and include the appropriate meal allowances in the “Meals for Class A & B Travel” column. Claims for meal allowances involving travel that did not require the traveler to be away from his headquarters overnight should be included in the “Class C Meals” column. Vicinity travel must appear in the separate column. When travel is by common carrier and billed directly to the traveler, the amount and description should be included in the “Other Expenses” column. A copy of the ticket or invoice should be attached to this form. Justification must be provided for use of a non-contract airline (or one offering equal or lesser rates than the contract airline) or rental car (or one having lower net rates) when contract carriers are available. Additionally, justifications must be provided for use of a rental care larger than a Class “B” car. Incidental travel expenses which may be reimbursed include (a) reasonable taxi fare; (b) ferry fares and bridge, road, and tunnel tolls; (c) storage and parking fees; (d) telephone and telegraph expenses; (e) convention or conference registration fee. Additionally, a copy of the agenda and registration receipt must be attached. If meals are included in the registration fee, per diem should be reduced accordingly. Receipts should be obtained when possible. The official Department of Transportation map should be used in computing mileage claimed from point of origin to destination whenever possible. If travel is complimentary, the abbreviation “Comp” should be inserted in the “Map Mileage Claimed” column. No mileage is allowed.

Any fraudulent claim for mileage, per diem, or other travel expense is subject to prosecution or misdemeanor.
Certification

Cost Allocation Plan
Certification by Responsible Agency Official

I hereby certify, as the responsible official of the School Board of Brevard County., that the following is correct to the best of my knowledge and belief:

- A Cost Allocation Plan has been developed in accordance with the requirements of OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments".

- The allocation methodologies contained in this Cost Allocation Plan have been developed on the basis of a beneficial or causal relationship between the expenses incurred and the programs to which they are allocated.

- Costs related to each activity are based on the current reporting month. All costs have been screened for allowability in accordance with OMB Circular A-87.

- An adequate accounting and statistical system exists to support claims that will be made under the cost allocation plan.

- The same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for on a consistent basis.

- The information provided in support of the proposed cost allocation plan is accurate.

________________________________________
Signature

Brian T. Binggeli, Ed.D.,
Printed Name

Superintendent
Title

________________________________________
Date
Agency Identification and Information

Agency Name: School Board of Brevard County
Address: 2700 Judge Fran Jamieson Way
Viera, FL 32940-6601

Phone: 321-633-1000
Fax: ____________________________
Email: _________________________

Mailing Address: same as above

Person Completing this Document: Melissa Catechis

I hereby attest that all information provided in this document is accurate and complete to the best of my belief and knowledge, and once approved, ensure that all services will be conducted in accordance with the approved document. I also ensure that the local services will be in compliance with all applicable Florida Statutes and Regulations, Florida Administrative Codes, Federal Statutes and Regulations, and any other requirements as stipulated by the Office of Early Learning and the Early Learning Coalition of Brevard County Inc.

Signed: ____________________________
Printed Name: Brian T. Binggeli
Title: Superintendent
Date: ____________________________
Compliance and Reporting for Internal Controls

Does the agency comply with requirements for compliance and reporting for internal controls pertaining to requirements in OMB Circular A-133 and 2 CFR Part 215? These requirements include the following:

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

☐ Yes, the Agency attests to complying with requirements for compliance and reporting for internal controls. A copy of the policies and procedures are provided as Brevard Public Schools, Attachment 1.

☐ No, and the following describes how the agency will completely conform to internal control requirements including action steps and a timeline.
Procurement  Does the Agency comply with requirements for procurement of commodities and contractual services as specified in the following:

Federal and State guidelines require that all procurement actions are to be conducted in a manner that provides for full and open competition.
- 287.057, F.S.
- 1002.89 F.S.
- OMB Circular A-110, #43-48 (2 CFR Part 215)

Criteria include but are not limited to the following:

- Procurement procedures that promote full and open competition;
- Procurement procedures that follow thresholds as specified in 287.017, F.S.
- A written code of conduct for employees, officers and agents that addresses conflict of interest provisions;
- A review of prospective procurement to avoid unnecessary duplication and receive best value;
- A process to ensure that only responsible contractors are awarded contracts;
- Maintenance of a system for contract administration and designation of a contract administrator;
- Maintenance of procurement records and contract files;
- A cost or price analysis documented in the procurement file.

☐ Yes, the Agency attests to complying with the procurement criteria. A copy of the policies and procedures are provided as Brevard Public Schools, Attachment 2.

☐ No, and the following describes how the agency will completely conform to procurement requirements including action steps and a timeline.
Not applicable, the Agency does not secure contractual services for an amount over $34,999 annually.

**Cost Allocation**

OMB Circular A-122 and OMB Circular A-87 identify cost principles for non-profit and governmental entities, respectively. Cost allocation is based on the premise that each federally funded program should bear only its appropriate proportion of costs based on the benefits received or derived by each program.

Does the Agency comply with requirements for preparation and submission of a cost allocation plan as specified in the following:

- OMB Circular A-122
- OMB Circular A-87
- Contractual requirements with the Early Learning Coalition of Brevard County Inc.

☑️ Yes, the Agency attests to comply with cost allocation criteria. A copy of the Cost Allocation Plan for FY14.15 has been submitted to the Coalition. This copy is subject to approval by the Coalition.
Financial Management Systems

OMB Circular A-110 (2 CFR 215) establishes a set of standards that must be included in financial management systems.

Criteria include but are not limited to the following:

- Financial Reporting – Accurate, current, and complete disclosure of the financial results of Coalition funded activities must be made in accordance with reporting requirements;
- Accounting Records – All sub recipients must keep records that adequately identify Coalition awarded funds;
- Internal Control – Effective control and accountability must be maintained for cash, real and personal property, and other assets;
- Budget Control – Actual expenditures or outlays must be compared with budgeted amounts;
- Allowable Costs – Applicable OMB cost principles, terms of awarded contracts, and guidance must be followed in determining the reasonableness, allowability and allocability of costs; and
- Source Documentation – Accounting records must be supported by source documentation such as canceled checks, invoices, purchase orders, paid bills, payroll, time and attendance records, subcontract documents, tax records, etc.

Does the Agency comply with requirements for financial management systems as specified above?

☐ Yes, the Agency attests to complying with the fiscal management criteria. A copy of the policies and procedures are provided as Brevard Public Schools, Attachment 3.

☐ No, and the following describes how the agency will completely conform to procurement requirements including action steps and a timeline.
Property Management

OMB Circular A-110 (2 CFR 215.30-215.37) and 45CFR, Part 74.30-74.37 provide requirements for disposal of property purchased with state or federal grant funds. An annual inventory is required for property that must be inventoried under federal or state law.

Does the Agency comply with requirements for property management as specified in the following:

- 45CFR, Part 74.30 – 74.37
- 2CFR 215
- 273.02 F. S.
- Contractual requirements with the Early Learning Coalition of Brevard County Inc.

Additionally, contract terms and conditions require that non-expendable inventory such as equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of $1,000 or more, and a normal life expectancy life of one (1) year or more and certain books that cost $25 or more are to be inventoried and accounted for.

☐ Yes, the Agency attests to complying with the property management requirements. A copy of the policies and procedures are provided as Brevard Public Schools, Attachment 4.

☐ No, and the following describes how the agency will completely conform to procurement requirements including action steps and a timeline.

<table>
<thead>
<tr>
<th>Date</th>
<th>Action Steps</th>
<th>Timeline</th>
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<tbody>
<tr>
<td>01/01/2023</td>
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<tr>
<td>10/01/2023</td>
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</tbody>
</table>
Equal Opportunity Procedures

Does the agency comply with requirements for Equal Opportunity as specified in the following:

- 45CFR, 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;
- The Age Discrimination Act of 1975, as amended which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex, in educational programs.

☐ Yes, the Agency attests to complying with the Equal Opportunity requirements. A copy of the policies and procedures are provided as Brevard Public Schools, Attachment 5.

☐ No, and the following describes how the agency will completely conform to procurement requirements including action steps and a timeline.
Prior, written approval is required for selected items of cost and administrative requirements in accordance with Prior Approval Procedures, which implement the provisions of OMB Circulars A-87 and A-122, as applicable.

Does the agency comply with requirements for obtaining prior approval as specified in the following:

- OMB Circular A-87, as applicable
- OMB Circular A-122, as applicable
- Contractual requirements with the Early Learning Coalition of Brevard County Inc.

☑ Yes, the Agency attests to complying with the prior approval requirements. A copy of the policies and procedures are provided as Brevard Public Schools, Attachment 6.

☐ No, and the following describes how the agency will completely conform to procurement requirements including action steps and a timeline.
Sarbanes-Oxley Act (SOX)

Does the Agency comply with requirements of the Sarbanes-Oxley Act?

- It is illegal for any corporate entity to punish whistleblower or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).
- It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

☑ Yes, the Agency attests to complying with the Sarbanes-Oxley Act. A copy of the policies and procedures are provided as Brevard Public Schools, Attachment 7.

☐ No, and the following describes how the agency will completely conform to procurement requirements including action steps and a timeline.
Records Management

Agency’s are required to have processes and procedures to manage, retain, and properly dispose of program and financial records in accordance with OMB Circular A-100 (2 CFR 215.53) and 119.021 F.S.

Does the agency comply with requirements for records management as specified above?

☑ Yes, the Agency attests to complying with the records management requirements. A copy of the policies and procedures are provided as Brevard Public Schools, Attachment 8.

☐ No, and the following describes how the agency will completely conform to procurement requirements including action steps and a timeline.
Confidentiality Of Data

The Agency and its subcontractors must comply with the confidentiality provisions of 1002.72 F.S. and 1002.22 F.S. which provide an exemption from the public records law (Chapter 119, Florida Statutes). Procedures must guarantee confidentiality of information such as assessment data, health data, teacher observations, and person identifying information of an enrolled child and his or her guardian.

Criteria for confidentially of data include, but are not limited to, the following:

- Ensure that each organization of individual that receives early learning records in order to carry out official functions protects the data in a manner that does not permit the personal identification of children or their parents by persons other than those authorized to receive the records;
- Ensure that subcontractors have procedures to maintain confidentiality of early childhood records;
- Have a system for review of public records requests and subpoena requests;
- Maintain a system to release information by way of a non-disclosure agreement or other methods.

Does the Agency comply with the requirements for maintaining confidential data as specified in the following:

- 1002.72 F.S.
- 1002.22 F.S.
- Chapter 119, F.S.

☑ Yes, the Agency attests to complying with the confidentiality of data requirements. A copy of the policies and procedures are provided as Brevard Public Schools, Attachment 9.

☐ No, and the following describes how the agency will completely conform to procurement requirements including action steps and a timeline.
Each Agency must safeguard confidential data such as names, addresses, social security numbers and federal employment numbers. Unencrypted transfer of confidential information by email is prohibited as email transmission of data is not secure.

Examples of secure transfer of confidential data include, but are not limited to, the following:

- Encrypt file with an encryption program;
- Use last names plus the last four digits of social security numbers;
- Fax, only if the transmission is to a secure location and picked up immediately;
- Ensure that sensitive paperwork is secured;
- Transmit data behind a firewall.

Does the Agency comply with requirements for transmission of confidential data?

☐ Yes, the Agency attests to complying with the confidentiality of data requirements. A copy of the policies and procedures are provided as Brevard Public Schools, Attachment 10.

☐ No, and the following describes how the agency will completely conform to procurement requirements including action steps and a timeline.
Early Learning Coalition of Brevard County, Inc.
MONTHLY REPORT
Fiscal Year 2014-2015
Florida First Start Program

I. 

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*Reason(s) the children/families dropped out: ____________________________________________________________

II. Number of students receiving referrals / screenings for the month:

<table>
<thead>
<tr>
<th></th>
<th>Ages &amp; Stages Screening</th>
<th>E-LAP Assessment</th>
<th>Vision Screening</th>
<th>Hearing Screening</th>
<th>Referral to Pediatrician</th>
<th>Referral to Community Resource</th>
<th>Early Steps / Child Find Referral</th>
<th>Exceptional Education Referral</th>
<th>Exceptional Education Placement (specify)</th>
</tr>
</thead>
</table>

III. Other (List any additional information or activities that occurred during the month including staff trainings, professional development, field trips, parent Assessments and number of books distributed to children): ____________________________________________________________

Program Administrator Signature: ________________________________ Date: __________________________
MINORITY BUSINESS UTILIZATION REPORT
Contract Period: 7/1/14-6/30/15

Sub-recipient: Brevard Public Schools
Contact Person: 
Telephone: 
Fax: 
Email: 

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Vendor Address</th>
<th>Vendor City</th>
<th>Vendor State</th>
<th>Vendor Zip Code</th>
<th>Invoice Number</th>
<th>Description of Product of Service Purchased</th>
<th>Expenditure Amount</th>
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GRAND TOTAL FOR ALL CMBE VENDORS
Due 15 days post the end of the quarter

<table>
<thead>
<tr>
<th>Performance Measure</th>
<th>Data Source (The data source should reflect sufficient documentation to determine performance measure goal attainment)</th>
<th>Number of Records Meeting Goal</th>
<th>Number of Records Reviewed</th>
<th>Goal Attainment # Served to date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Florida First Start Program will provide services to at least 60 Students and their families during the contract year.</td>
<td>Enrollment Records Monthly Reports</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>100% of student records will reflect documentation indicating eligibility requirements are met for the Florida First Start Program.</td>
<td>Student Records</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>95% of Students and families served will receive a home visit or home visit attempt each month.</td>
<td>Student Records Monthly Records</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>95% of students and families served will receive a satisfaction survey during the course of the contract year.</td>
<td>Student Records reflecting survey was given to parent/guardian.</td>
<td></td>
<td></td>
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</tbody>
</table>
Early Learning Coalition of Brevard County, Inc.  

YEAR END PERFORMANCE/OUTCOME MEASURE ACHIEVEMENT RESULTS  
FY 2014-2015  
FLORIDA FIRST START PROGRAM  

Due 45 days following the end of the contract year  

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Data Source (The data source should reflect sufficient documentation to determine performance measure goal attainment)</th>
<th>Number of Records Meeting Goal</th>
<th>Number of Records Reviewed</th>
<th>Goal Attainment</th>
</tr>
</thead>
</table>
| The Florida First Start Program will provide services to a minimum of 60 students and their families during the contract year. | Enrollment Records  
Monthly Reports | | | # Served: ________  
___________% |
| 100% of student records will reflect documentation indicating eligibility requirements are met for the Florida First Start Program. | Student Records | | | |
| 95% of Students and their families served will receive a home visit or home visit attempt every month. | Student Records  
Monthly Reports | | | |
| 95% of students served will receive a satisfaction survey during the course of the contract year. | Student Records reflecting survey was given to parent/guardian. | | | |
### Outcome Measure | Data Source | Number of Surveys Reflecting Satisfaction with Services | Number of Surveys Distributed during the Contract Year | Goal Attainment
--- | --- | --- | --- | ---
90% of students enrolled in the Florida First Start program in FY 2013-2014 will indicate satisfaction with services as measured by satisfaction surveys.* | Parent satisfaction survey results |  |  |  

*Consumer satisfaction survey results for the contract year are to be included in the year-end report.

### Outcome Measure | Data Source | Number of Families Demonstrating Increased Knowledge | Number of Families Completing the Pre and Post Parent Questionnaires | Goal Attainment
--- | --- | --- | --- | ---
80% of students participating in the home visiting program will demonstrate increased knowledge of child development and methods for fostering their child’s development as evidenced by the pre and post parent questionnaires administered in the program. | Pre and post parent questionnaires |  |  |  


<table>
<thead>
<tr>
<th>Outcome Measure</th>
<th>Data Source</th>
<th>Trainings / Workshops Attended by Staff employed 6 months or more</th>
<th>Number of Trainings and Workshops offered</th>
<th>Goal Attainment</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of staff will be trained to effectively support and educate high-risk families</td>
<td>Staff training / Professional Development Records</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
### EARLY LEARNING COALITION OF BREVARD COUNTY, INC.
### MONITORING TOOL FOR CONTRACT COMPLIANCE
### FY 2014-2015
### FLORIDA FIRST START PROGRAM

Date: __________________________  Reviewers: ______________________________

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
<th>Supporting Documentation</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Is staff trained in client risk prevention and incident reporting?</td>
<td></td>
<td></td>
<td>Personnel Records (Binders)</td>
<td></td>
</tr>
<tr>
<td>2. Are confidentiality protocols regarding student information reviewed with staff as referenced in Chapter 1002.97?</td>
<td></td>
<td></td>
<td>Personnel Records (Binders)-BPS Employee Handbook</td>
<td></td>
</tr>
<tr>
<td>3. Does the staff possess the education and experience required as outlined in their job description?</td>
<td></td>
<td></td>
<td>Personnel Records (Binders)-Resumes' of current staff</td>
<td></td>
</tr>
<tr>
<td>4. Does the program manager possess training in parent education and hold a bachelor's degree with a major in early childhood education, child development, child psychology, home economics, social work, or nursing?</td>
<td></td>
<td></td>
<td>Personnel Records (Binders)-Resumes' of current staff</td>
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<tr>
<td>Item</td>
<td>Yes</td>
<td>No</td>
<td>Supporting Documentation</td>
<td>Comments</td>
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<tr>
<td>---------------------------------------------------------------------</td>
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</tr>
<tr>
<td>5. Have all Literacy Outreach Assistants and Social Workers received professional development training in the following areas?</td>
<td></td>
<td></td>
<td>(May include quality improvement activities, checklists, or reports, attendance records, personnel records, meeting minutes, training logs, student records, or other documents substantiating contract requirements were met)</td>
<td>Handbook, Program Plan documentation</td>
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<tr>
<td>Child Development</td>
<td></td>
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<tr>
<td>• Prenatal to Three Years</td>
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<td>Program Plan</td>
<td>Handbook, Program Plan documentation</td>
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<td>• Three Years to Kindergarten</td>
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<td></td>
<td>Program Plan</td>
<td>Handbook, Program Plan documentation</td>
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<tr>
<td>Child Health Safety and Nutrition</td>
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<td>Staff Development</td>
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<td>Screening &amp; Assessment</td>
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<td>Staff Development</td>
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<tr>
<td>Family Dynamics</td>
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<tr>
<td>Teen Parenting</td>
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<td>Child Abuse Identification Reporting</td>
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<td>Trauma Informed Care</td>
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<td>Staff Development</td>
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<tr>
<td>Program Management/Development</td>
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<tr>
<td>6. Is the staff receiving ongoing training through staff development that is pertinent to their position?</td>
<td></td>
<td></td>
<td>Staff agendas; training certificates, substantiating documentation</td>
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<tr>
<td>7. Does the sub-recipient have a written non-discrimination policy?</td>
<td></td>
<td></td>
<td>Personnel Binder</td>
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<tr>
<td>8. Does the sub-recipient comply with the drug-free workplace requirements as outlined in the contract?</td>
<td></td>
<td></td>
<td>Personnel Binder</td>
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<tr>
<td>9. Does the sub-recipient have a policy regarding positions of special trust that meets or exceeds the requirements established in section 110.1127(3)(a). Florida Statute?</td>
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**Provision of Services**

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<th>Item</th>
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<th>No</th>
<th><strong>Supporting Documentation</strong></th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Are parent resources available at each Teen Parent Program site?</td>
<td></td>
<td></td>
<td>Binders-substantiating documentation</td>
<td></td>
</tr>
<tr>
<td>11. Are there opportunities for parents, teachers, and other interested parties to participate in program planning?</td>
<td></td>
<td></td>
<td>Parent Survey, meeting agendas</td>
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<tr>
<td><strong>Item</strong></td>
<td>Yes</td>
<td>No</td>
<td><strong>Supporting Documentation</strong></td>
<td><strong>Comments</strong></td>
</tr>
<tr>
<td>12. Is there evidence in each student record that eligibility requirements for the program have been met?</td>
<td></td>
<td></td>
<td>Family Binders/Program Binders</td>
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<tr>
<td>13. Are parents provided monthly education opportunities?</td>
<td></td>
<td></td>
<td>Family Binders/Program Binders</td>
<td></td>
</tr>
<tr>
<td>14. Are children involved in center-based play activities?</td>
<td></td>
<td></td>
<td>Family Binders/Program Binders</td>
<td></td>
</tr>
<tr>
<td>15. Do student records contain documentation of monthly home visit attempts?</td>
<td></td>
<td></td>
<td>Family Binders/Program Binders</td>
<td></td>
</tr>
<tr>
<td>16. Is there evidence that home visitors offer training to parents on stages of child development and suggest methods for parents to encourage children's intellectual, language, physical, and social development?</td>
<td></td>
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<td>Family Binders/Program Binders</td>
<td>Classroom Activities and instructional materials</td>
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<tr>
<td>17. Is there evidence that home visitors are offering training to parents on providing an environment rich in language and music which is filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and</td>
<td></td>
<td></td>
<td>Family Binders/Program Binders</td>
<td>Classroom Activities and instructional materials</td>
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</table>
EARLY LEARNING COALITION OF BREVARD COUNTY, INC.
MONITORING TOOL FOR CONTRACT COMPLIANCE
FY 2014-2015

FLORIDA FIRST START PROGRAM

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
<th>Supporting Documentation</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>18. Is there evidence that home visitors are offering guidance to parents on home safety, nutrition, effective discipline, constructive play activities, and other topics?</td>
<td></td>
<td></td>
<td>Family Binders/Program Binders</td>
<td>Classroom Activities and instructional materials</td>
</tr>
<tr>
<td>19. Is there documentation that medical information (i.e. immunizations, physicals) is present in each child's file?</td>
<td></td>
<td></td>
<td>Immunization records Official documentation of physical/well child check-up</td>
<td>Process of verifying documentation</td>
</tr>
<tr>
<td>20. Are home visitors helping parents identify their goals for education and self-sufficiency and monitoring their progress?</td>
<td></td>
<td></td>
<td>Family Binders; Case Management documentation</td>
<td></td>
</tr>
<tr>
<td>21. Does the program provide referrals to help parents who need special assistance, for themselves or their children, that is beyond the scope of the program?</td>
<td></td>
<td></td>
<td>Family Binders; Case Management documentation</td>
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Quality Improvement and Quality Assurance

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<th>Item</th>
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<th>No</th>
<th>Supporting Documentation</th>
<th>Comments</th>
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<tbody>
<tr>
<td>22. Is there a written quality improvement plan for the program that addresses all required contract areas?</td>
<td></td>
<td></td>
<td>Quality Improvement Plan, Program Plan</td>
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</tr>
<tr>
<td>23. Is there documentation that supports that</td>
<td></td>
<td></td>
<td>Quality Improvement Plan, Program Plan Handbook, Staff meeting</td>
<td></td>
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</table>
### EARLY LEARNING COALITION OF BREVARD COUNTY, INC.
**MONITORING TOOL FOR CONTRACT COMPLIANCE**
**FY 2014-2015**

**FLORIDA FIRST START PROGRAM**

<table>
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<tr>
<th>Item</th>
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<th>No</th>
<th><strong>Supporting Documentation</strong></th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>24. Did the Sub-recipient submit the quarterly performance measure status report 15 calendar days following the end of the quarter?</td>
<td></td>
<td></td>
<td>(May include quality improvement activities, checklists, or reports, attendance records, personnel records, meeting minutes, training logs, student records, or other documents substantiating contract requirements were met)</td>
<td>corrective action items and associated documentation</td>
</tr>
<tr>
<td>25. If the quality improvement activities indicate a need for improvement, is a performance improvement plan developed?</td>
<td></td>
<td></td>
<td>Completed monitoring tools</td>
<td>Staff meeting agendas</td>
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<tr>
<td>26. Are the strategies in the performance improvement plan monitored for success?</td>
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**Additional Comments:**

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<th>Item</th>
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<th>Supporting Documentation</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>Fiscal/Data Collection</td>
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<td>(May include quality improvement activities, checklists, or reports, attendance records, personnel records, meeting minutes, training logs, student records, or other documents substantiating contract requirements were met)</td>
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</tr>
<tr>
<td>1. Does the Sub-recipient hold current liability insurance coverage as outlined in the contract with the Coalition listed as &quot;Additional Insured&quot;? (Written verification of coverage is needed)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2. Is a financial and compliance audit conducted as outlined in the contract?</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3. Is there an Accounting Policy and Procedures Manual?</td>
<td></td>
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<tr>
<td>4. Does staff, including management, document their work hours through a time sheet or punch clock?</td>
<td></td>
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</tr>
<tr>
<td>5. Do payroll journals include staff name, position, salary, hours worked, payroll period, and deductions?</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>6. Do the positions and salaries of employees who are charged to the Florida First Start program match the budget approved by the Coalition?</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>7. Does the recorded time worked match the time paid as reflected in the Payroll Journal?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Is the distribution of fiscal duties adequate to safeguard assets (i.e. who approves the expense, who cuts the check, who mails the payments)?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Does the immediate supervisor review the reconciliation of transactions?</td>
<td></td>
<td></td>
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</tbody>
</table>
# Early Learning Coalition of Brevard County, Inc.

**Fiscal Monitoring Tool**

**FY 2014-2015**

**Florida First Start Program**

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Are adjustments properly documented and explained?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Does the Sub-recipient maintain an agency-wide budget by funding source and expenditure category?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Does the Sub-recipient have an accounting system to properly account for Coalition related transactions (revenues and expenses)?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Do invoices submitted to the Coalition accurately detail the expenditures, descriptions, and total?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Does the Sub-recipient submit monthly invoices on or before the 15th following the month of service?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Did the Sub-recipient submit a cost allocation plan to the Coalition as per contract requirements?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Is there documentation to support that the allocation of expenditures is in compliance with the cost allocation methodology?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Does the Chart of Accounts support proper allocation by having revenue and expense categories properly identified by program?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Is there a system in place to ensure record retention for all documents pertinent to this contract for the period outlined in the contract?</td>
<td></td>
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</tbody>
</table>

**Additional Comments:**

_________________________________________________________________

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_________________________________________________________________
Early Learning Coalition of Brevard County, Inc.

MONITORING OF PERFORMANCE MEASURE ATTAINMENT

FY 2014-2015

FLORIDA FIRST START

<table>
<thead>
<tr>
<th>Performance Measure</th>
<th>Data Source</th>
<th>Number of Records Meeting Goal</th>
<th>Number of Records Reviewed</th>
<th>Goal Attainment</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Florida First Start Program will provide services to at least 60 students and their families during the contract year.</td>
<td>Enrollment Reports</td>
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</tr>
<tr>
<td></td>
<td>Monthly Reports</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% of student records will reflect documentation indicating eligibility requirements are met for the Florida First Start Program.</td>
<td>Student Records</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>95% of students and their families served will receive a home visit or home visit attempt every month.</td>
<td>Student Records</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Monthly Reports</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>95% of the families served will receive a satisfaction survey during the course of the contract year.</td>
<td>Student Records reflecting survey was given to parent/guardian.</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
**EARLY LEARNING COALITION OF BREVARD COUNTY, INC.**
Florida First Start Program
FY 2014-2015

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**Florida First Start Student Record Review Tool**

<table>
<thead>
<tr>
<th>Measure</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>Documentation that the student meets eligibility requirements for Florida First Start?</td>
<td></td>
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<tr>
<td><strong>ELIGIBILITY CATEGORY</strong></td>
<td></td>
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<tr>
<td>Economically Disadvantaged (below 150% of the federal poverty level – Medicaid eligible)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Student/Child with Disabilities</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Student/Child at risk of future school failure (examples: out of home placement, developmental concern, home environment non-English speaking, teen-age parent)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Documentation that a home visit was attempted every month (open at least 7 days in the month)</td>
<td></td>
<td></td>
<td></td>
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</table>
# Early Learning Coalition of Brevard County, Inc.

Florida First Start Program  
**FY 2014-2015**

<table>
<thead>
<tr>
<th>Measure</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>If a home visit was not successful, was another attempt made to complete a home visit during the month?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Documentation that a satisfaction survey was given to the parent or guardian (must have been receiving services for 2 months to receive survey)</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Documentation that parent support and training is provided (topics may include but are not limited to the role of parents as their child’s first teacher, effective parenting skills, home safety, nutrition, effective discipline, constructive play activities and developmental assistance)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Documentation of needs assessment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Documentation that referrals to community resources are provided, if necessary</td>
<td></td>
<td></td>
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<tr>
<td>Documentation of developmental assessments and/or health screenings</td>
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**Additional Comments:**

_________________________________________________________________________

_________________________________________________________________________
CONTRACT ELCB-14.15-01

SCHOOL BOARD OF BREvard COUNTY FLORIDA FIRST START

SUB-RECIPIENT REIMBURSEMENT REQUEST INVOICE

SCHOOL READINESS SERVICES

<table>
<thead>
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<th>Grant Payment Information</th>
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<tr>
<td>2700 Judge Fran Jamieson Way</td>
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<tr>
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Prepared by: _____________________________ Date: ______________________

CERTIFICATIONS

"I certify that the above information is true and correct and that expenditures included on this invoice are allowable under the terms and conditions of this award."

Program Director: __________________________ Date: ______________________

"I have reviewed the invoice and related documentation in accordance with AWIOEL Invoice Review Procedures and hereby approve this invoice for payment."

Date Received by Coalition: __________________________ Coalition Approval: __________________________ Date: ______________________