

**WORKFORCE SERVICES
MODIFICATION TO CONTRACT BETWEEN
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
COMMUNITY COALITION, INC.**

AWARDING AGENCY

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

AWARDING OFFICIAL CONTACT INFORMATION

Name: Rick Beasley
Title: Executive Director
Telephone Number: (305) 929-1500
Date of Notice: June 29, 2017

CONTRACTOR

**Community Coalition Inc.
2100 Coral Way, Suite 402
Miami, Florida 33145
DUNS Number: 612574215
R&D: No**

TITLE OF CONTRACTOR'S PROGRAM

"Youth Program: Out-of-School"

PASS THROUGH:	
DEPARTMENT OF ECONOMIC OPPORTUNITY	
CFDA	FAIN
WIOA Youth: 17.259	AA-28310-16-55-A-12

MODIFIED:

CONTRACT NUMBER
WS-YS-OSY-PY'18-10-01

PREVIOUS:

<u>CONTRACT AMOUNT</u>	<u>CONTRACT NUMBER</u>	<u>INDEX CODE</u>	<u>CONTRACT PERIOD</u>
\$757,860.00	WS-YS-OSY-PY'18-10-00	61810	July 1, 2018 – June 30, 2019

THIS AMENDMENT #01, hereinafter referred to as the "AMENDMENT," entered into between **Community Coalition, Inc.**, hereinafter referred to as the "CONTRACTOR" and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB," amends the Workforce Services Contract, hereinafter collectively with amendment referred to as the "CONTRACT" between the SFWIB and the CONTRACTOR dated July 1, 2018 and expiring June 30, 2019.

Article I, Section H, Level 2 Background Screening Requirement is repealed and replaced with the following:

The SFWIB requires, and Contractor agrees, to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances or Miami-Dade County resolutions, and the SFWIB's requirements set forth herein and in the SFWIB's Policy and Procedure (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

Laws include, but are not limited to the National Child Protection Act (NCPA) of 1993, as amended, and as implemented by sections 943.0542 and 984.01(2), Florida Statutes, and Chapters 39, 402, 409, 394, 407, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time. The Contractor agrees to perform background screening through the Florida Department of Law Enforcement (FDLE). Volunteer & Employee Criminal History System (VECHS) program.

1. The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must complete a **Level 2** background screening, and be eligible for employment with any SFWIB-funded program as set forth herein, **prior** to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** and the **Exhibit AA, Program Design and Service Delivery**. No later than ten (10) business days **prior** to employment, volunteerism, or performance of any work for any SFWIB-funded program, the Contractor shall furnish the SFWIB with an **Affirmation/Acknowledgement Form, Attachment 1-A**, which confirms the background screening was completed for all employees, volunteers and subcontracted personnel who will be working for the Contractor on this Contract and that they are eligible for employment, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.
2. The **Level 2** background screening shall include fingerprinting for statewide criminal history records checks through the Florida Department of Law Enforcement (FDLE) and nationwide criminal history records checks through the Federal Bureau of Investigation (FBI), and may include local criminal records checks through local law enforcement agencies. To obtain fingerprint based background checks, the Contractor must apply to FDLE and be qualified to access records provided by FDLE and the FBI, through Volunteer & Employee Criminal History System (VECHS). The Contractor shall notify the SFWIB that it has either obtained or not obtained the approval from FDLE within thirty (30) days of Contract award. The Contractor shall also notify the SFWIB if the Contractor is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB. The SFWIB reserves the right to perform background screening of the Contractor's staff assigned to the SFWIB's CareerSource center(s) at the Contractor's expense. The Contractor shall reimburse the SFWIB for any expense resulting from background screening of staff by the SFWIB as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.
3. The Contractor shall not hire persons that may have been found guilty of, regardless of adjudication, or entered a plea of *nolo contendere* or guilty to any offense in Chapter 414, Florida Statutes, relating to public assistance fraud or Chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in section 741.28, Florida Statutes, whether such act was committed in this state or in another jurisdiction.
4. The Contractor shall not hire persons that have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of *nolo contendere* or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under the provisions of section 435.04, Florida Statutes, or similar law of another jurisdictions relating to the same offenses.
5. The Contractor shall make the decision to hire or assign to the SFWIB's funded program(s) persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the Contractor's current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by section 435.04, Florida Statutes, or other applicable law. A Contractor's decision to hire or assign an individual to the SFWIB's funded program(s) does not guarantee the SFWIB will grant the Contractor's current and prospective employees, volunteers and subcontracted personnel with access to any SFWIB funded program, Career Center, Access Point, Tech Hire Center, Information Technology system, or program files.
6. The Contractor must submit an **Affirmation/Acknowledgement Form, Attachment 1-A**, along with the background screening results to SFWIB's Quality Assurance Supervisor no later than ten (10) business days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program. The background information will be reviewed by SFWIB and a decision on whether or not

access will be granted shall be made within ten (10) business days of receipt of the Affirmation/Acknowledgement Form.

7. The Contractor must ensure that each current employee, volunteer, or subcontracted personnel working in any SFWIB-funded program provides an **Affidavit of Good Moral Character, Attachment 10**, subject to penalty of perjury, declaring compliance with the qualification requirements for employment pursuant to Chapter 435, Florida Statutes, and agreeing to inform the employer immediately if arrested for any offense while employed by, volunteering for, or subcontracting for the employer.
8. Upon learning of the arrest of an employee, volunteer, or subcontracted personnel, the Contractor must notify the SFWIB of such arrest by the next business day. The Contractor will review the circumstances of the arrest. If the current employee, volunteer, or subcontracted personnel is subsequently found ineligible for employment based on criminal history information involving any of the allegations provided in Sections 3 or 4 above or as outlined in section 435.04, Florida Statutes, the Contractor shall immediately remove such employee, volunteer, or subcontracted personnel from working in or for any SFWIB-funded program, or having any direct or indirect access to any SFWIB Career Center, Access Point, Tech Hire Center, Information Technology system, or program files. Failure to notify the SFWIB, by the next business day, of learning of the arrest of an employee, volunteer, or subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

9. Even if applicable law would otherwise permit, as a provision of this Contract, the Contractor agrees not to hire any persons or permit any persons to begin work or to volunteer or to remain employed, volunteering, or performing any work for the Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** and the **Exhibit AA, Program Design and Service Delivery** without submitting the **Affirmation/Acknowledgement Form, Attachment 1-A**.

10. If the Contractor fails to furnish the SFWIB with the **Affirmation/Acknowledgement Form, Attachment 1-A**, the SFWIB may withhold further disbursement of funds and this Contract may be subject to termination at the sole discretion of the SFWIB.

11. The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel, the **Affirmation/Acknowledgement Form, Attachment 1-A**, and **Affidavit of Good Moral Character, Attachment 10**. Background screening results are exempt from public records and, therefore, must be maintained in a secured and access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall make all records available to the SFWIB in accordance with **Article III-Section H, Audit, Inspection and Access to Records**, of this Contract.

12. The **Level 2** background screening records shall be retained as required herein in accordance with **Article III-Section I, Records Retention**, of this Contract.

13. From the initial Level 2 background screening date, and every five (5) years, and upon re-employment or employment in a new or different position, until cessation of employment, volunteerism, or doing any work for the Contractor, the Contractor shall ensure each employee, volunteer and/or subcontractor that is retained from a previous contract period undergoes this background screening process.

Affidavit of Good Moral Character, Attachment 10 is added.

Affirmation/Acknowledgement Form, Attachment 1 is replaced in its entirety with Affirmation/Acknowledgement Form, Attachment 1-A.

Exhibit E, Reporting Requirements is replaced in its entirety with Exhibit E-1, Modified Reporting Requirements.

Exhibit G, Financial Closeout Procedures is replaced in its entirety with Exhibit G-1, Modified Financial Closeout Procedures.

Enclosure 1, Financial Expenditure Report, Exhibit G, is replaced in its entirety with Enclosure 1-A, Modified Financial Expenditure Report, Exhibit G-1.

Enclosure 2, Closeout Reconciliation, Exhibit G, is replaced in its entirety with Enclosure 2-A, Modified Closeout Reconciliation, Exhibit G-1.

Exhibit L, Contract Invoice, is replaced in its entirety with Exhibit I-1, Modified Contract Invoice.

All provisions in the CONTRACT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original CONTRACT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE



SIGNATORY FORM

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURES FOR: Community Coalition, Inc.
PROGRAM ENTITLED: "Youth Program: Out-of-School"
CONTRACT NUMBER: WS-YS-OSY-PY'18-10-01
CFDA NUMBERS: WIOA Youth: 17.259; TANF: 93.558

(These Signatures shall be the same as those names that appear in the List of Authorized Signatures Provided in the Operational Documents on file with the South Florida Workforce Investment Board)

(For Use Only When Contractor Is a Corporation)

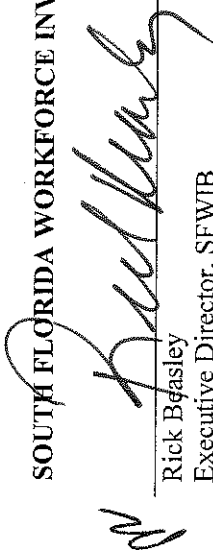
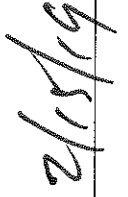
1a.  1b. 
Signature of President or Vice-President
Date 2/6/19 Date February 6th, 2019

2a. Yasmin Engineer 2b. Elsa Someillan
Typed Name of President or Vice-President

3a. President 3b. Executive Director
Full Title of President or Vice-President

4a.  4b. 
Signature of Person Attesting Signature of Person Attesting
Signature that Appears on Line 1a Signature that Appears on Line 1b

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

 
Rick Beasley Date
Executive Director, SFWIB

AFFIRMATION/ACKNOWLEDGEMENT FORM

_____ affirms and acknowledges that the individuals listed below meet the minimum requirements as set forth by SFWIB staffing procedure transmittal available on line (www.careersourcesfl.com/resources/supportingdocuments/policytransmittals) for the position in which they are being hired for and that a Level 2 Background screening was conducted for the following employees with the employment decision indicated below:

(Name of Contractor)

Name of Employee	Confirm Applicant Meets Job Qualifications	Screening Date	Anticipated or Actual Hire Date	Criminal History (Yes/No)

* Name and Title of Authorized Representative _____

_____ SFWIB Staff

Signature of Authorized Representative

Signature of Receiving Representative

Date

Date

Background screenings that provide criminal history information on a current or prospective employee, volunteer or subcontracted personnel **must** be submitted to the SFWIB Quality Assurance Supervisor. * The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named above.



AFFIDAVIT OF GOOD MORAL CHARACTER

County of _____ who, being duly

State of Florida _____
(Applicant's/Employee's Name)

State of Florida

Before me this day personally appeared _____
sworn, deposes and says:

As an applicant for employment with, an employee of, an employee of, a volunteer for, or an applicant to volunteer with I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by the Florida Statutes and rules, in that I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

Relating to:
sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction

Section 393.135
Section 394.4593
Section 415.111
Section 741.28
Section 782.04
Section 782.07

Section 782.071
Section 782.09
Chapter 784
Section 784.011
Section 784.03
Section 787.01
Section 787.02
Section 787.025
Section 787.04(2)
Section 787.04(3)

Section 790.115(1)
Section 790.115(2) (b)
Section 794.011
Former Section 794.041
Section 794.05
Chapter 796
Section 798.02
Section 798.02
Chapter 800

Section 806.01
Section 810.02
Section 810.14
Section 810.145
Chapter 812
Section 817.563
Section 825.102
Section 825.1025
Section 825.103
Section 826.04
Section 826.03
Section 827.03
Section 827.04
Former Section 827.05
Section 827.071
Section 843.01

sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
murder
manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child

vehicular homicide
killing an unborn quick child by injury to the mother
assault, battery, and culpable negligence, if the offense was a minor
assault, if the victim of offense was a minor
battery, if the victim of offense was a minor
kidnapping
false imprisonment
luring or enticing a child
taking, enticing, or removing a child beyond the state limits with criminal intent to avoid producing a child at a custody hearing or carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
delivering firearms or weapons within 1,000 feet of a school
exhibiting firearms or weapons of device, destructive device, or other weapon on school property

possessing an electric weapon or device, or other weapon on school property
sexual battery
prohibited acts of persons in familial or custodial authority

unlawful sexual activity with certain minors
prostitution
lewd and lascivious behavior
lewdness and indecent exposure
arson

burglary
voyeurism, if the offense is a felony
theft and/or robbery and related crimes, if the offense was a felony
fraudulent sale of controlled substances, if the offense of an elderly person or disabled adult abuse, aggravated abuse, or neglect of an elderly person or disabled adult
exploitation of disabled adults or elderly persons, if the offense was a felony
incest
child abuse, aggravated child abuse, or neglect of a child
contributing to the delinquency of children
negligent treatment of a child
sexual performance by a child
resisting arrest with violence

CONTINUED ON NEXT PAGE

ATTACHMENT 10

- Section 843.025 depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
- Section 843.12 aiding in an escape
- Section 843.13 aiding in the escape of juvenile inmates in correctional institution
- Chapter 847 obscene literature
- Section 874.05(1) encouraging or recruiting another to join a criminal gang
- Chapter 893 drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
- Section 916.1075 sexual misconduct with certain forensic clients and reporting of such sexual conduct
- Section 944.35(3) inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
- Section 944.40 escape
- Section 944.46 harboring, concealing, or aiding an escaped prisoner
- Section 944.47 introduction of contraband into a correctional facility
- Section 955.701 sexual misconduct in juvenile justice programs
- Section 955.711 contraband introduced into detention facilities

THE FOLLOWING APPLIES ONLY TO THOSE APPLICANTS FOR MENTAL HEALTH POSITIONS

In addition to the Chapter 435, F.S., listed offenses, the following offenses are also applicable for "Mental Health Personnel" screened pursuant to section 394.4572, F.S., defined as program directors, professional clinicians, staff members, or volunteers working in a public or private mental health program or facility who have direct contact with individuals held for examination or admitted for mental health treatment. **The additional offenses apply only to "Mental Health Personnel" as determined pursuant to Section 408.809, F.S. as listed below:**

- Chapter 408 **Relating to:**
- Section 408.8065(3) felony offenses contained in Chapter 408
- offers service or skilled service without valid license when licensure is required, or knowingly files a false or misleading license or license renewal application, or submits false or misleading information related to application
- Section 409.920 Medicaid provider fraud
- Section 409.9201 Medicaid fraud
- Section 817.034 fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems
- Section 817.234 false and fraudulent insurance claims
- Section 817.505 patient brokering
- Section 817.568 criminal use of personal identification information
- Section 817.60 obtaining a credit card through fraudulent means
- Section 817.61 fraudulent use of credit cards, if the offense was a felony
- Section 831.01 forgery
- Section 831.02 uttering forged instruments
- Section 831.07 forging bank bills, checks, drafts or promissory notes
- Section 831.09 uttering forged bank bills, checks, drafts, or promissory notes
- Section 831.30 fraud in obtaining medicinal drugs
- Section 831.31 the sale, manufacture, delivery, or possession with the intent to sell, manufacture, deliver any counterfeit controlled substance, if the offense was a felony

I also affirm that I have not been designated as a sexual predator pursuant to s. 775.21, F.S.; a career offender pursuant to s. 775.261, F.S.; or a sexual offender pursuant to s. 943.0435, F.S., unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354, F.S.

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at _____ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

CONTINUED ON NEXT PAGE

ATTACHMENT 10

I attest that I have read the above carefully and state that my attestation here is true and correct that my record does not contain any of the above listed offenses. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record. (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: _____

Sworn to and subscribed before me this _____ day of _____, 20____

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

Affiant personally known to notary

OR

Affiant produced identification
Type of identification produced: _____

This Affidavit of Good Moral Character is property of The Florida Department of Children and Family Services and has been adopted for use by the South Florida Workforce Investment Board.

**OUT-OF-SCHOOL YOUTH
MODIFIED REPORTING REQUIREMENTS
(JULY 1, 2018 THROUGH JUNE 30, 2019)**

Description	Due Date	Number of Copies (Electronic)	Submit to:
Self-Assessment Questionnaire	Not later than 30 days after Contract Execution	1 (Electronic)	Office of Continuous Improvement (OCI)
Indirect Cost Rate	The lesser of thirty (30) days of Contract execution or along with the program budget	1 (Electronic)	Finance
Cost Allocation Plan	The lesser of thirty (30) days of Contract execution or along with the program budget	1 (Electronic)	Finance
Background Screening Affirmation/Acknowledgement Form (Attachment 1)	September 30, 2018 and not later than thirty (30) days after the effective date of employment or volunteerism thereafter	1 (Original)	Quality Assurance
Background Screening Affirmation/Acknowledgement Form (Attachment 1-A)	No later than ten (10) business days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program.	1 (Original)	Quality Assurance
Procurement Requests	Not later than 60 days prior to Contract Termination	1 (Original)	Contract Manager
Inventory Report	As set forth in written instructions from the SFWIB	1 (Electronic)	Administration
Annual ETA Salary Cap Analysis Certification Form	March 1, 2019	1 (Original)	Finance
INTRANET REQUIRED REPORTS			
Staffing Roster/New Hire/Termination Report (Attachment 1)	10 th of each month	1 (Electronic)	Youth Programs
New Enrollments (Industry Focus/Career Pathways) (Attachment 2)	10 th after each quarter <ul style="list-style-type: none"> • 1st Quarter: 07/01/2018-9/30/2018 • 2nd Quarter: 10/01/2018-12/31/2018 • 3rd Quarter: 1/01/2019-03/31/2019 	1 (Electronic)	Youth Programs Coordinators/Manager
Supervisory Quality Assurance Case Reviews	10 th of each month	1 (Electronic)	Quality Assurance

MODIFIED FINANCIAL CLOSEOUT PROCEDURES

I. Purpose

The purpose of this procedure is to document and provide guidance to Contractors and the South Florida Workforce Investment Board's (SFWIB) staff on the required process to close out contracts at the expiration or termination date.

II. Policy

- A.** Contractors shall complete and submit a Financial Closeout for each contract on or before thirty (30) calendar days after the contract expires, or upon termination of the contract. For example, if the contract expires June 30, the Financial Closeout will be due to the SFWIB on or before July 30.
- B.** If the Contractor's Final Expenditure Report indicates that payments were made to the Contractor in excess of the actual costs of providing contracted services or if the actual expenditures surpass the budgeted amount, the Contractor shall refund the difference to the SFWIB forthwith. If the Contractor does not repay the difference within thirty (30) calendar days following the SFWIB's notification of overpayment, the SFWIB will charge the Contractor the lawful rate of interest on the outstanding amount.
- C.** The following required Financial Closeout documents shall be submitted by the Contractor:
 1. Final Expenditure Report (**Enclosure 1-A**).
 2. Year to Date Reconciliation between specified line items in (**Enclosure 2-A**) by fund and actual expenditures by line item.
 3. Year to Date General Ledger for the SFWIB's expenditures only.
 4. Indirect Cost Reconciliation.
- D.** Upon the request of the Contractor, the SFWIB's Accountant will provide technical assistance on completing the Financial Closeout.
- E.** Contractors shall complete and submit to SFWIB an annual fiscal audit report within six (6) months after the end of the fiscal year and in compliance with 2 CFR Chapter II, Subpart F, §200.512(a).

III. Procedure

A. Salaries/Wages

Staff persons may be paid for absences (vacations, sick leave, etc.), if such a provision for payment is included in the Contractor's personnel policies and procedures manual that was submitted as part of the operational documents. All Contractors are encouraged to allow staff to take time off rather than issue payment for leave time.

Staff persons may be paid for unused vacation time once they are terminated from the program. This payment shall be charged to staff salaries unless such payment, when added to the total salary, exceeds the maximum salary established in the operating budget.

B. Insurance

The Contractor shall keep in force all insurance policies, which are applicable to their program(s).

C. Professional Service, Sub-Contract & Rental Agreements

The Contractor shall cancel all of the following services, which will not be applicable to any future contract with the SFWIB:

1. All professional service agreements and sub-contract agreements paid by funds generated from this Contract;
2. All rental contracts associated with office space, equipment, and/or vehicles and maintenance contracts which are paid with funds generated from this Contract; and
3. All utility services associated with the operation of Contractor's program (i.e. telephone, electricity, water) paid by funds generated from this Contract.

D. Completion of Financial Closeout

1. **Final Expenditure Report (Enclosure 1-A):**

The Contractor shall submit an actual expenditure report within thirty (30) days following the end of the contract. This report shall reflect:

- A summation of the cumulative expenditures incurred by the Contractor for providing the contracted services.
- A summation of the cash reimbursements and credits received by the Contractor for providing the contracted services.
- The difference between the approved expenditures and the reimbursements received by the Contractor. This difference will reflect either an amount that is due and payable to the Contractor or an overpayment that the Contractor received that is due and payable to the SFWIB.

2. **Year to Date Reconciliation between specified categories by fund, budget line item and actual expenditures (Enclosure 2-A):**

Actual expenditures billed to the SFWIB should be equal to or less than line item budget. The SFWIB Year to Date General Ledger must be presented as supporting documentation.

3. **Indirect Cost Reconciliation:** Noting indirect costs charged in comparison to actual indirect cost. Refunds may be requested for overages.

E. The SFWIB's Accountant Responsibility

The SFWIB's Accountant assigned to the contract will provide technical assistance to complete the Financial Closeout upon request.

The SFWIB's Accountant will perform the following functions:

1. Verify that all required enclosures are completed accurately, signed and dated.
2. Verify Contractor's total expenditure against the financial records and the budget amounts to confirm there are no overages.

FINAL EXPENDITURE REPORT

Contractor Name: _____	Prepared By: _____
Program Name: _____	Index Code: _____

CUMMULATIVE PROGRAM EXPENDITURES

Year to Date Expenditures Approved by the SFWIB (from Payment Requests)
 Workforce Management System (WFMS) Expenditures
 Purchases made by the SFWIB on behalf of the Contractor
 Less: Year to Date Late Invoicing Amount
Total Expenditures

\$	-
\$	-
\$	-
\$	-
\$	-

CUMMULATIVE PAYMENTS

Year to Date Cash Payments Received from the SFWIB for
 Workforce Management System (WFMS) cost reimbursed expenses
 Purchases made by the SFWIB on behalf of the Contractor
Total Payments

\$	-
\$	-
\$	-

BALANCE DUE TO CONTRACTOR (if not applicable enter zero)

or

BALANCE DUE FROM CONTRACTOR (if not applicable enter zero)

\$	-
\$	-

Please detail any balance(s) due from Contractor by invoice packages: _____

Pursuant to the terms of this Contract between the Contractor listed above and the SFWIB, and in consideration of the total amounts earned and paid to the Contractor for performance, which equals \$ _____ the Contractor does remise, release, and discharge the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from this Contract. **The Contractor's submission of the Financial Closeout Package is a complete release and waiver of any and all liability, claims or causes of action that allegedly resulted from engagement of and/or performance under this Contract and acknowledges the SFWIB has fully performed and satisfied any and all of its obligations due under this Contract.**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

 Name of Official Authorized to Sign the Contract

 Signature of Official Authorized to Sign the Contract /Date

CLOSEOUT RECONCILIATION YOUTH CONTRACTS

	1 Budget Original	2 Budget Adjustment	3 Budget Revised*	4 Actual Expenditures	5 Difference (3-4)	6 General Ledger
WTY						
Programmatic						
Salary	\$	-			\$ -	
Fringe Benefits	\$	-			\$ -	
Participant Cost	\$	-			\$ -	
Other Programmatic Costs	\$	-			\$ -	
Indirect Cost	\$	-			\$ -	
Profit	\$	-		\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative						
Salary	\$	-			\$ -	
Fringe Benefits	\$	-			\$ -	
Participant Cost	\$	-			\$ -	
Other Administrative Costs	\$	-			\$ -	
Indirect Cost	\$	-			\$ -	
Profit	\$	-		\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total - ALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

INDIRECT COSTS

Base	
x Approved Indirect Cost Rate	
= Total Indirect Costs	\$ -
or the lesser of 10% Adm. Cost	\$ -
Actual Indirect Cost paid	

PWE Reconciliation

Total Prog. Exp.	
PWE actual Exp. (provide support)	
% of PWE Expended	#DIV/0!
Requirement @ 20%	\$ -

MODIFIED CONTRACT INVOICE

Acct #

5780

	ADM		ADM		ADM		ADM	
	WIOA Youth	WIOA Work Experience	WIOA Incentives	WIOA Work Exp. Inc.	WIOA Youth	WIOA Work Experience	WIOA Incentives	WIOA Work Exp. Inc.
Indirect Costs								
Other Administrative Costs (Please Specify)								
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ADMINISTRATIVE COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	ADM		ADM		ADM		ADM	
	WIOA Youth	WIOA Work Experience	WIOA Incentives	WIOA Work Exp. Inc.	WIOA Youth	WIOA Work Experience	WIOA Incentives	WIOA Work Exp. Inc.
TOTAL PROGRAM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ADMINISTRATIVE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PAYABLE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

The salary information and distribution across program funding streams are accurate and supported through detailed personnel activity report that meet the Uniform Guidance.

We understand that failure to maintain the required supporting documentation for staff time and all related expenses will result in payment disallowances that will either be deducted from future contract payments and / or payable in full to the South Florida Workforce Investment Board.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Name of Person Authorized to Sign Reimbursement/Justification Packages _____

Signature of Person Authorized to Sign Reimbursement/Justification Packages _____

Date _____