

**WORKFORCE SERVICES  
MODIFICATION TO CONTRACT BETWEEN  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
MIAMI DADE COUNTY**

FR, APR 5 2019 AM 10:00

AWARDING AGENCY  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

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

**AWARDING OFFICIAL CONTACT INFORMATION**

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

**CONTRACTOR**

**Miami Dade County**  
**111 N.W. 1<sup>st</sup> Street, Suite 2910**  
**Miami, Florida 33128**  
DUNS Number: 004148292  
R&D: No

**TITLE OF CONTRACTOR'S PROGRAM**

**"Youth Program: Out-of-School"**

**MODIFIED:**

**CONTRACT NUMBER**  
**WS-YS-OSY-PY'18-11-01**

**PREVIOUS:**

<u>CONTRACT AMOUNT</u>	<u>CONTRACT NUMBER</u>	<u>INDEX CODE</u>	<u>CONTRACT PERIOD</u>
\$601,357.00	WS-YS-ISY-PY'18-11-00	61811	July 1, 2018 – June 30, 2019

THIS AMENDMENT #01, hereinafter referred to as the "AMENDMENT," entered into between **Miami Dade County**, 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**Article I, Section H, Level 2 Background Screening Requirement** is repealed and replaced with the following: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 I, 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**

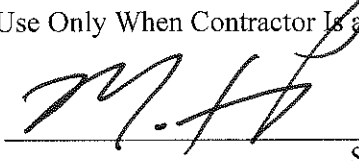
SIGNATORY FORM

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: **Miami Dade County**  
PROGRAM ENTITLED: **"Youth Program: Out-of-School"**  
CONTRACT NUMBER: **WS-YS-OSY-PY'18-11-01**  
CFDA NUMBERS: **WIOA Youth: 17.259; TANF: 93.558**

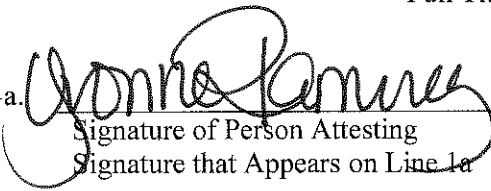
(These Signatures shall be the same as those names that appear in the List of Authorized Signatures Provided in the Operational Documents on file with the South Florida Workforce Investment Board)

(For Use Only When Contractor Is a Governmental Entity)

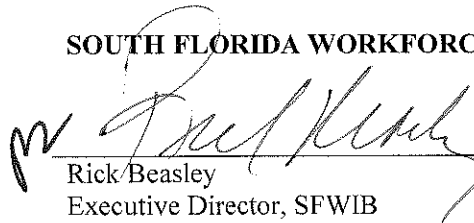
1a.  1b. \_\_\_\_\_  
Signature of Authorized Official (s)  
March 29, 2019 \_\_\_\_\_  
Date Date

2a. for Carlos A. Gimenez 2b. \_\_\_\_\_  
Typed Name of Authorized Official(s)

3a. Mayor 3b. \_\_\_\_\_  
Full Title of Authorized Official(s)

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**

 \_\_\_\_\_ 4-11-19 \_\_\_\_\_  
Rick Beasley Date  
Executive Director, SFWIB

**AFFIRMATION/ACKNOWLEDGEMENT FORM**

\_\_\_\_\_ (Name of Contractor) 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](http://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 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

ATTACHMENT 10



State of Florida

County of \_\_\_\_\_

Before me this day personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says:

(Applicant's/Employee's Name)

As an applicant for employment with, 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:

Relating to:

- Section 393.135 sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- Section 394.4593 sexual misconduct with certain mental health patients and reporting of such sexual misconduct
- Section 415.111 adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
- Section 741.28 criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
- Section 782.04 murder
- Section 782.07 manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
- Section 782.071 vehicular homicide
- Section 782.09 killing an unborn quick child by injury to the mother
- Chapter 784 assault, battery, and culpable negligence, if the offense was a felony
- Section 784.011 assault, if the victim of offense was a minor
- Section 784.03 battery, if the victim of offense was a minor
- Section 787.01 kidnapping
- Section 787.02 false imprisonment
- Section 787.025 luring or enticing a child
- Section 787.04(2) taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
- Section 787.04(3) 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
- Section 790.115(1) exhibiting firearms or weapons within 1,000 feet of a school
- Section 790.115(2) (b) possessing an electric weapon or device, destructive device, or other weapon on school property
- Section 794.011 sexual battery
- Former Section 794.041 prohibited acts of persons in familial or custodial authority
- Section 794.05 unlawful sexual activity with certain minors
- Chapter 796 prostitution
- Section 798.02 lewd and lascivious behavior
- Chapter 800 lewdness and indecent exposure
- Section 806.01 arson
- Section 810.02 burglary
- Section 810.14 voyeurism, if the offense is a felony
- Section 810.145 video voyeurism, if the offense is a felony
- Chapter 812 theft and/or robbery and related crimes, if a felony offense
- Section 817.563 fraudulent sale of controlled substances, if the offense was a felony
- Section 825.102 abuse, aggravated abuse, or neglect of an elderly person or disabled adult
- Section 825.1025 lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
- Section 825.103 exploitation of disabled adults or elderly persons, if the offense was a felony
- Section 826.04 incest
- Section 827.03 child abuse, aggravated child abuse, or neglect of a child
- Section 827.04 contributing to the delinquency or dependency of a child
- Former Section 827.05 negligent treatment of children
- Section 827.071 sexual performance by a child
- Section 843.01 resisting arrest with violence

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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 985.701	sexual misconduct in juvenile justice programs
Section 985.711	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:**

	<u>Relating to:</u>
Chapter 408	felony offenses contained in Chapter 408
Section 408.8065(3)	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**



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)**

<b>Description</b>	<b>Due Date</b>	<b>Number of Copies (Electronic)</b>	<b>Submit to:</b>
Self-Assessment Questionnaire	Not later than 30 days after Contract Execution	<b>1 (Electronic)</b>	Office of Continuous Improvement (OCI)
Indirect Cost Rate	The lesser of thirty (30) days of Contract execution or along with the program budget	<b>1 (Electronic)</b>	Finance
Cost Allocation Plan	The lesser of thirty (30) days of Contract execution or along with the program budget	<b>1 (Electronic)</b>	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	<b>1 (Original)</b>	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.	<b>1 (Original)</b>	Quality Assurance
Procurement Requests	Not later than 60 days prior to Contract Termination	<b>1 (Original)</b>	Contract Manager
Inventory Report	As set forth in written instructions from the SFWIB	<b>1 (Electronic)</b>	Administration
Annual ETA Salary Cap Analysis Certification Form	March 1, 2019	<b>1 (Original)</b>	Finance
<b>INTRANET REQUIRED REPORTS</b>			
Staffing Roster/New Hire/Termination Report (Attachment 1)	10 <sup>th</sup> of each month	<b>1 (Electronic)</b>	Youth Programs
New Enrollments (Industry Focus/Career Pathways) (Attachment 2)	10 <sup>th</sup> after each quarter <ul style="list-style-type: none"> <li>• <b>1<sup>st</sup> Quarter:</b> 07/01/2018-9/30/2018</li> <li>• <b>2<sup>nd</sup> Quarter:</b> 10/01/2018-12/31/2018</li> <li>• <b>3<sup>rd</sup> Quarter:</b> 1/01/2019-03/31/2019</li> </ul>	<b>1 (Electronic)</b>	Youth Programs Coordinators/Manager
Supervisory Quality Assurance Case Reviews	10 <sup>th</sup> of each month	<b>1 (Electronic)</b>	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	\$ -
<b>Total Expenditures</b>	\$ -

**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	\$ -
<b>Total Payments</b>	\$ -

<b>BALANCE DUE TO CONTRACTOR</b> (if not applicable enter zero)	\$ -
<b>or</b>	
<b>BALANCE DUE FROM CONTRACTOR</b> (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	2	3	4	5	6
	Budget Original	Budget Adjustment	Budget Revised*	Actual Expenditures	Difference (3-4)	General Ledger
<b>Programmatic</b>						
Salary	\$ -	-	-	\$ -	-	-
Fringe Benefits	\$ -	-	-	\$ -	-	-
Participant Cost	\$ -	-	-	\$ -	-	-
Other Programmatic Costs	\$ -	-	-	\$ -	-	-
Indirect Cost	\$ -	-	-	\$ -	-	-
Profit	\$ -	-	-	\$ -	-	-
Total	\$ -	-	-	\$ -	-	-
<b>Administrative</b>						
Salary	\$ -	-	-	\$ -	-	-
Fringe Benefits	\$ -	-	-	\$ -	-	-
Participant Cost	\$ -	-	-	\$ -	-	-
Other Administrative Costs	\$ -	-	-	\$ -	-	-
Indirect Cost	\$ -	-	-	\$ -	-	-
Profit	\$ -	-	-	\$ -	-	-
Total	\$ -	-	-	\$ -	-	-
<b>Grand Total</b>	\$ -	-	-	\$ -	-	-
<b>Grand Total - ALL</b>	\$ -	-	-	\$ -	-	-

**INDIRECT COSTS**

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

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

**PWE Reconciliation**

Grand Total - ALL	\$ -
Actual Indirect Cost paid	\$ -

MODIFIED CONTRACT INVOICE

Exhibit I-1

Contractor Name: \_\_\_\_\_  
 Index Code: \_\_\_\_\_  
 Location Code: \_\_\_\_\_  
 Program Code: \_\_\_\_\_

Prepared By: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_  
 Invoice Period: \_\_\_\_\_

Acct #	Description	Holdback				TOTAL
		Program WIOA Youth	Program WIOA Work Exp	Program WIOA Incentives	Program WIOA Work Exp Inc	
5001	STAFF SALARIES					\$ -
5054	FICA					\$ -
5054	MICA					\$ -
5054	Retirement Plan					\$ -
5054	Workers Compensation					\$ -
5054	Unemployment Compensation					\$ -
5054	Health					\$ -
5054	Dental					\$ -
5054	Disability					\$ -
5054	Life					\$ -
	<b>TOTAL FRINGES</b>	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>TOTAL SALARIES &amp; FRINGES</b>					
5205	Consulting Fee (Program-Related)					\$ -
5207	Other Professional Services (specify)					\$ -
5209	Temporary Agency Staff					\$ -
5210	Storage Expense-Iron Mountain/Archives					\$ -
5211	Building Lease/Rent					\$ -
5213	Equipment Lease/Rent					\$ -
5215	Equipment Repair & Maintenance					\$ -
5216	Building Repair & Maintenance					\$ -
5217	Security					\$ -
5219	Printing (outside)					\$ -
5221	Office & Computer Supplies (incl. Reproduction)					\$ -
5223	Postage					\$ -
5225	Electricity					\$ -
5227	Telephone (Including Cell)					\$ -
5229	Internet Service					\$ -
5230	Staff Background Screening (incl. Drug Testing & Finger Printing)					\$ -
5231	Advertising					\$ -
5241	Local Travel (incl. Toll & Parking)					\$ -
5243	Out of Town Travel					\$ -
5245	Staff Training					\$ -
5247	Meetings & Conferences					\$ -
5249	Cleaning Supplies					\$ -
5250	General Liability Insurance					\$ -
5251	Auto Insurance					\$ -
5252	Property Insurance					\$ -
5254	Crime Insurance					\$ -
5255	Flood Insurance					\$ -
5256	Bonding Insurance					\$ -
5402	Capital Equipment (not incl. Software & Hardware)					\$ -
5404	Non-Capital Equipment (not incl. Software & Hardware)					\$ -
5405	Capital Software & Hardware					\$ -
5406	Non-Capital Software & Hardware					\$ -
5520	Participant Background & Fingerprinting					\$ -
5524	Participant Field Trips (include bus, admission)					\$ -
5525	Participant Training Materials & Supplies					\$ -
5535	Participant Tutoring					\$ -
5537	Participant Clothing					\$ -
5575	Participant Leadership					\$ -
5580	Participant End of Year Activities					\$ -
5585	Participant Nutrition/Snacks					\$ -
5613	Common Area Maintenance					\$ -
5618	Alarm Service					\$ -
5619	Garbage Disposal					\$ -
5620	Water & Sewer					\$ -
5621	Pest Control					\$ -
5680	Childcare Services					\$ -
5530	WFMS- Paid Work Experience (Year Round)					\$ -
	Other (Please specify)					\$ -
	<b>Total Other Expenditures</b>	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>TOTAL PROGRAM COSTS</b>	\$ -	\$ -	\$ -	\$ -	\$ -

MODIFIED CONTRACT INVOICE

Exhibit I-1

Acct #	Holdback				TOTAL
	ADM WIOA Youth	ADM WIOA Work Experience	ADM WIOA Incentives	ADM WIOA Work Exp. Inc.	
5780 Indirect Costs					\$ -
Other Administrative Costs (Please specify)					\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL ADMINISTRATIVE COSTS</b>	\$ -	\$ -	\$ -	\$ -	\$ -

	ADM	ADM	ADM	ADM	TOTAL
	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