

**CONTRACT BETWEEN THE  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
ADULTS MANKIND ORGANIZATION, INC. (AMOR)**

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

**CONTRACTOR**

**Adults Mankind Organization, Inc. (AMOR)**  
**11025 SW 84<sup>th</sup> Street, Building #11**  
**Miami, Florida 33173**

**TITLE OF CONTRACTOR'S PROGRAM**

**"Rolling Crest Lake Summer Youth Employment Program"**

CONTRACT AMOUNT:  
**\$55,000.00**

INDEX CODE NUMBER:  
**51960**

CONTRACT NUMBER:  
**WS-YS-SP-PY'18-60-00**

CONTRACT PERIOD:  
**July 18, 2019 – August 31, 2019**

**ARTICLE I**

**INTRODUCTION AND CONDITIONS PRECEDENT**

**A. PARTIES TO CONTRACT**

This Contract ("Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB") and **Adults Mankind Organization, Inc. (AMOR)** (the "Contractor") (referred to individually as "Party" and collectively as the "Parties"). This Contract establishes a sub-recipient, contractual, independent contractor relationship between the SFWIB and the Contractor in which the Contractor accepts substantial financial and programmatic responsibilities for the use of federal, state, and, if applicable, local funds. In consideration of the mutual obligations and covenants and other good and valuable consideration, the Parties agree as follows:

**B. DEFINITIONS**

The Definitions for this Contract can be found in **Exhibit F, Definitions**.

**C. EFFECTIVE TERM**

This Contract shall commence upon **July 18, 2019**, irrespective of the date of execution, and terminate at the close of business on **August 31, 2019**, unless earlier terminated as provided below.

**D. TOTAL PAYMENT**

Subject to the availability of funds to the SFWIB, the maximum amount payable for services rendered under this **cost reimbursement** Contract shall not exceed **\$55,000.00** as set forth in the table below.

<b>Funding</b>	<b>Amount</b>
Rolling Crest Lake	\$55,000.00
<b>TOTAL Allocation</b>	<b>\$55,000.00</b>

**E. STATEMENT OF WORK**

The Contractor agrees to render services in accordance with **Exhibit A, Statement of Work**, attached hereto and incorporated herein.

The Contractor shall implement the **Statement of Work** set forth in **Exhibit A**, in a manner deemed satisfactory to the SFWIB, in its sole discretion. Any modification to the **Statement of Work** shall not be effective until approved, in writing, by the SFWIB.

**F. CONDITIONS PRECEDENT**

The Contractor shall provide to the SFWIB, prior to commencement of performance under this Contract, the following documentation:

1. Articles of Incorporation and Corporate By-Laws (If Applicable).
2. Board of Directors Requirements. A formal resolution from the Contractor’s Board of Directors or other document from its governing body authorizing execution of the Contract with the SFWIB to ensure that the Contractor’s governing body is apprised of the fiscal, administrative, and contractual obligations of the services funded through the SFWIB.
3. Certificate of Corporate Status, if a Corporation. A certificate of status in the name of the Contractor, which certifies the following: that the Contractor is organized under the laws of the state of Florida or another state and registered to do business in the state of Florida; that all fees and all penalties fees, related to filing of registration, re-instatement, renewal, etc., have been paid; that the Contractor’s most recent annual report has been filed; that Contractor’s status is active; and that the Contractor has not filed Articles of Dissolution with the state of Florida or another state.
4. Limited Liability Company (“LLC”) Affidavit (If Applicable).
5. Financial and Compliance Audit. The Contractor shall have performed an annual certified public accountant’s opinion and related financial statements in accordance with the single Audit Act Amendments of 1996 and compliance with the State of Florida requirements and 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133 – see, 78 FR 78590-01 (Dec. 26, 2013) The Contractor shall submit an original or electronic copy of the Audit Report within the time line specified in 2 CFR Chapter II, Subpart F, § 200.512 (a).

**G. INSURANCE**

1. The Contractor shall maintain the required insurance as specified below, and shall provide to the SFWIB, proof of such insurance in compliance with the timelines identified in Section 2b below. The SFWIB shall not disburse any funds until the SFWIB is provided with the necessary certificate(s) of

insurance, the SFWIB has approved such document(s), and executed the Contract. Such insurance policies shall be in the amounts indicated below:

a. Commercial General Liability Insurance:

- i. Contractor shall secure occurrence-based commercial general liability (“CGL”) insurance provided by a policy with coverage at least as broad as an unendorsed ISO CG 00 01 12 04 form, including, but not limited to, coverage for premises, operations and products/completed operations. Contractor shall ensure that the limits are at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. Commercial umbrella or excess liability insurance on a follow-form basis may be used to satisfy the required liability limits if the primary limits are insufficient.
- ii. Contractor shall ensure that the SFWIB and its directors, officers, employees and agents, are covered as additional insureds without limitation for the CGL policy. Contractor shall provide primary coverage for additional insureds. Contractor shall ensure that coverage other than CGL insurance available to South Florida Workforce Investment Board is in excess of Contractor’s coverage. Such coverage cannot be called upon to contribute to defense or settlement of claims until Contractor’s coverage has been exhausted by defense or settlement of claims arising out of or related to Contractor’s performance of the Contract.

b. Automobile Liability Insurance:

- i. For all vehicles including, but not limited to, all owned, non-owned, leased and hired automobiles by the Contractor, which are utilized in connection with the services provided under the Contract, auto liability insurance is required with unimpaired coverage limits of at least One Million Dollars (\$1,000,000.00) combined single limit per accident. The endorsement of PIP must be added.
- ii. Non-owners auto liability insurance is required if any personal vehicles are utilized by employees for use in connection with the services provided under the Contract. Non-owners auto liability insurance is required regardless of whether or not the employee requests mileage reimbursement.

c. Worker’s Compensation Insurance: For each person employed or enrolled by the Contractor, the Contractor shall secure worker’s compensation insurance, including, but not limited to, insurance for participants enrolled in occupational skills training or employability skills training programs and projects. worker’s compensation insurance shall be secured in an amount that is consistent with Chapter 440, Florida Statutes. In cases of participant work experience, the State of Florida covers worker’s compensation for Florida Department of Economic Opportunity (“DEO”) funded work experience programs administered pursuant to section 445.009(11), Florida Statutes. If worker’s compensation insurance cannot be secured for participants, an alternative insurance approved in advance and in writing by the SFWIB must be secured.

d. Employer’s Liability Insurance: The Contractor shall secure employer’s liability insurance with a limit of no less than \$100,000 bodily injury each accident, \$100,000 bodily injury by disease each employee and \$500,000 policy limit for bodily injury by disease, on behalf of and in the name of the Contractor.

e. Worker’s Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI):

The Contractor shall secure worker’s re-employment assistance insurance in accordance with federal and state laws for each person it employs. The Contractor shall submit the following documents:

- i. A copy of the two most recent RT-6 reports (or RT-29 if applicable), submitted to the state of Florida.

- ii. Proof that RAI taxes were paid to the State of Florida in the two most recent quarters:
  - Tax summary page or tax impound pages from your P.E.O., or
  - Bank statements showing payments/electronic funds transfers to the State, or
  - Copies of canceled checks

Ensure that the amounts indicated in the proofs of payment match the amount totals of the RT-6/RT-29 reports.

- f. **Fidelity Bond Insurance:** The Contractor shall provide fidelity bonding for ALL staff persons through the purchase of a blanket fidelity bond in an amount sufficient to cover **one hundred (100) percent** of the value of the total Contract amount. The certificate of bonding insurance must include a statement that names the SFWIB as the **Loss Payee** for any claim involving the SFWIB's funds or as **Trustee of the Bond** or as an **Additional Insured**.
2. Submission of the Insurance to the SFWIB:
- a. The Contractor shall secure all insurance required under this Contract **prior to the provision of services under the Contract**.
  - b. **All Policies and Certificates of Bonding and Insurance must be in the possession of the SFWIB prior to the execution of the Contract.** If the Contractor secures any of the insurance policies, which have effective dates that are after the beginning effective period of the Contract, then **the beginning effective period shall be equal to the effective date of the latest insurance policy secured by the Contractor.**
  - c. The Contractor may not incur any costs prior to the effective period of performance of the Contract. If such costs are incurred, they are the sole responsibility of the Contractor and may not be reimbursed through any funds awarded by the SFWIB.
  - d. All insurance policies secured by the Contractor must be issued by companies authorized to do business in the State of Florida, with the following qualifications:
    - i. The company must be rated not less than "A" as to management; and not less than Class "VII" as to financial strength by the latest edition of Best's Insurance Guide, published by A. M. Best Company, Inc., Oldwick, New Jersey, or its equivalent, subject to the approval of the SFWIB;
- or**
- ii. The company shall hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized to do Business in Florida," issued by the state of Florida Department of Insurance and shall be members of the Florida Guaranty Fund.
- e. All certificates of bonding and insurance submitted to the SFWIB must provide the following information:
    - i. The agency/individual/position that is insured/bonded;
    - ii. The amount of the bond or insurance policy;
    - iii. The beginning effective date of the policy and the expiration date of the policy;
    - iv. A statement, which ensures that the SFWIB will be notified of any cancellation of the policy at least thirty (30) days prior to said cancellation; and
    - v. A statement naming the **SFWIB as the Loss-Payee or as an additional party insured with respect to each of the coverages required by this Contract** set forth in sections 1-a, 1-b, 1-d, and 1-f above.
3. If an insurance policy is cancelled during the effective period of the contract, the SFWIB shall withhold all payments from the Contractor until a new certificate of insurance is submitted and

- accepted by the SFWIB. The new insurance policy must cover the period commencing from the date of cancellation of the prior insurance policy.
4. If the Contractor fails to secure the required insurance as a result of such cancellation within ten (10) calendar days after the effective date of cancellation, the SFWIB may immediately terminate the Contract.
  5. The Contractor shall notify, in writing, the SFWIB of any changes in insurance coverage, including, but not limited to, any renewals of existing insurance policies, not later than ten (10) days prior to the effective date of the changes.
  6. Upon review of the Contractor's **Statement of Work, Exhibit A**, the SFWIB may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Contractor to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by the SFWIB prior to any such decrease, waiver or modification.
  7. The SFWIB may require the Contractor to furnish additional or different insurance coverage, or both, as may be required from time to time pursuant to applicable law. Provision of insurance by the Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the SFWIB may have against the Contractor for any liability of any nature or of any kind related to performance under this Contract or otherwise.
  8. **Government Entities Only:** The Contractor, as a self-insured governmental entity, shall provide to the SFWIB, a letter stating that it is self-insured and maintains an ongoing self-insurance program as allowed under Chapter 284, Florida Statutes, and that such self-insurance also offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor. The SFWIB shall not disburse any funds until the SFWIB is provided with the letter of self-insurance, the SFWIB has approved such document, and executed the Contract.

## H. LICENSING

The Contractor shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurance, permits and accreditations, required by the state of Florida, by the County where the services are being provided, by the local municipality where the services are being provided, by the SFWIB, and by the federal government. If the Contractor fails to provide the foregoing within thirty (30) days of written request by the SFWIB, the SFWIB may, in its sole discretion, immediately terminate this Contract.

## I. LEVEL 2 BACKGROUND SCREENING REQUIREMENT

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 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**. 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**, which confirms the background screening was completed for all employees, volunteers and subcontracted personnel who will be volunteering or working for Contractor on this Contract and that they are eligible to volunteer or 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 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 VECHS. The Contractor shall notify the SFWIB that it has obtained/not obtained the approval from FDLE within thirty (30) days of Contract award. The Contractor shall also notify the SFWIB if it 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 Contractor's staff assigned to the SFWIB's CareerSource center(s) at 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, CareerSource center, Access Point, Tech Hire Center, Information Technology system, or program files.
6. The Contractor must submit an **Affirmation/Acknowledgement Form, Attachment 1**, 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 staff 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 5**, 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 and determine whether the employee, volunteer or subcontracted personnel is eligible for continued employment. If the current employee, volunteer, or subcontracted personnel is subsequently found ineligible for continued 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 volunteering or working in or for any SFWIB-funded program, or having any direct or indirect access to any SFWIB CareerSource 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** without submitting the **Affirmation/Acknowledgement Form, Attachment 1**.
10. If the Contractor fails to furnish the SFWIB with the **Affirmation/Acknowledgement Form, Attachment 1**, 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**, and **Affidavit of Good Moral Character, Attachment 5**. 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 thereafter, 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.

#### **J. IMMIGRATION REFORM AND CONTROL ACT**

The Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for individuals who are hired and will perform any services under the Contract.

#### **K. CHILD LABOR LAWS**

The Contractor shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Contract or modifications hereto.

#### **L. ANTI-NEPOTISM**

The Contractor shall:

1. With respect to individuals employed through the contracted program, not appoint, employ, promote, or advance or advocate for appointment, employment, promotion, or advancement, in or to a subsidized position in the Contractor's business entity any person who is a relative of the Contractor.

2. Not provide workforce services that include, but are not limited to employment and/or training services to any person who is a relative of the Contractor or Contractor's staff.

The definitions below are incorporated and made a part of this policy.

"Contractor" means the Contractor or employee of the Contractor in whom is invested the authority to appoint, employ, promote or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in the Contractor's business entity.

"Relative" means an individual who is related to the Contractor as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

#### **M. CERTIFICATION OF CONDUCT**

The Contractor shall comply with all federal, state and local laws related to conflict of interest, nepotism and criminal and fraudulent activities.

#### **N. GRATUITIES**

The Contractor shall not accept a gift from, offer to give, or give any gift to, any **SFWIB member, SFWIB employee, SFWIB approved Training Vendor**, or to any **family member** of an SFWIB member, SFWIB employee, or SFWIB approved Training Vendor.

The term "family member" includes, but is not limited to father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter and domestic partner.

The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, food, beverage, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

Violation of this provision will constitute a breach of this Contract. In addition to any other remedies available to the SFWIB, any violation of this provision will result in referral of the Contractor's name and description of the violation of this term to the state of Florida, Department of Management Services for the potential inclusion of the Contractor's name on the suspended vendors list for an appropriate period. This provision will survive the Contract for a period of two (2) years after its expiration or termination.

#### **O. CODE OF BUSINESS ETHICS**

The Contractor shall comply with Sec. 2-8.1 of the Code of Miami-Dade County requiring contractors to adopt a Code of Business Ethics. The Contractor shall adopt the Greater Miami Chamber of Commerce Model Code of Business Ethics or a similar code and shall submit, prior to the execution of the Contract, a **Code of Business Ethics Affidavit, Exhibit B**, attached hereto and incorporated herein by reference as if fully set forth herein stating the Contractor has adopted a Code that complies with the requirements of Sec. 2-8.1 of the Code of Miami-Dade County.

**END OF ARTICLE I**



**ARTICLE II**  
**GENERAL CONDITIONS**

**A. APPLICABLE LAWS**

The Contractor shall comply with all applicable federal, state and local laws and regulations, as well as all applicable SFWIB directives, policies and procedures, in the implementation of the terms and conditions of this Contract or modifications thereto.

**B. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")**

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with privacy policies and procedures of the entity or the requirements of 45 CFR § 164.530 (e) (1). Accordingly, it is the intention of the SFWIB to seek to ensure the confidentiality and integrity of consumer or employee Protected Health Information ("PHI") as required by law, professional ethics, and accreditation or licensure requirements.

Any person or entity that performs or assists the SFWIB with a function or activity involving the use or disclosure of Individually Identifiable Health Information ("IIHI") and/or PHI shall comply with HIPAA and the Miami-Dade County Privacy Standards Administrative Order ("AO") 10-11. HIPAA mandates privacy, security and electronic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the SFWIB of any unauthorized use or disclosure;
4. Assurances that any agents and subcontractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
6. Making PHI available to the SFWIB for an accounting of any authorized and unauthorized disclosures; and
7. Making all internal practices, books and records related to PHI available to the SFWIB for compliance audits.

PHI shall be maintained in its protected and confidential status regardless of the form or method of transmission (paper records, and/or electronic transfer of data). The Contractor shall give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that may be made with PHI.

Customer and employee PHI shall be regarded as confidential and may not be used or disclosed except to authorized persons for authorized purposes. Access to PHI shall only be permitted for direct customer care, approved administrative or supervisory functions or with approval of the appropriate Contractor staff designated as the Privacy Officer, Executive Director or Human Resource Director of the Contractor.

**C. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

As a condition for the award of financial assistance from the Department of Labor under Title I of WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (c) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order (“EO”) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

#### **D. SELF-ASSESSMENT QUESTIONNAIRE**

The Contractor shall complete an annual **Exhibit C, Self-Assessment Questionnaire**, attached hereto and incorporated by reference herein, and shall provide the documents set forth as **Attachment A** of the Self-

Assessment Questionnaire to the SFWIB's Office of Continuous Improvement not later than thirty (30) calendar days after the execution of this Contract. Failure to submit the Self-Assessment Questionnaire within the required time frame shall result in the SFWIB withholding payment under the Contract.

**E. TERMINATION**

Termination without Cause. The SFWIB may terminate this Contract without cause by providing thirty (30) days' prior written notice to the Contractor. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges, lost profits, indirect costs, or consequential damages incurred as a result of said termination.

Termination due to the Lack of Funds. If funds received by SFWIB to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB, in its sole discretion, may terminate this Contract upon no less than twenty-four (24) hours' notice, in writing, to Contractor. Said notice must be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and may not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract due to the lack of funds, the SFWIB shall compensate the Contractor for any work completed in accordance with the terms of the Contract prior to the date of the notification of termination. The Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits as a result of a termination due to the lack of funds.

Termination for Cause Including Default and Breach of Contract. The SFWIB may terminate this Contract for default and breach of contract, including, but not limited to, for the reasons identified in **Section F, Breach of Contract**. In the event of termination of this Contract for cause, any payments to the Contractor shall be determined based upon the provisions of **Section G-Breach of Contract: SFWIB Remedies**.

Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. If SFWIB terminates the Contract for default, the Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.

Termination for Circumstances Beyond the Contractor's Control. Either Party may terminate this Agreement for circumstances beyond the Contractor's control including, but not limited to, labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the Parties.

In the event of termination of this Contract under this provision, neither Party will be responsible for failure nor delay in performance of this Contract. Such failure or delay in performance will not result in any additional charge or costs, under this Contract, to either Party. The Party seeking termination of the Contract under this provision shall provide prompt notice of termination to the other Party. In no event shall notice be provided later than thirty (30) days after the occurrence triggering termination.

**F. BREACH OF CONTRACT**

If the Contractor fails to comply, in whole or in part, with any provision of the Contract, such failure constitutes a breach of the Contract. A non-exhaustive list of breaches of this Contract is as follows:

1. The Contractor fails, in whole or in part, to provide the services set forth in **Exhibit A, Statement of Work**;
2. The Contractor fails, in whole or in part, to maintain staffing in accordance with **Article III-Section N, Staffing Requirements** of this Contract;
3. The Contractor ineffectively or improperly uses the SFWIB's funds provided to the Contractor under this Contract;

4. The Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, including, but not limited to, entering part-time employment opportunities as full-time opportunities, and falsely reporting placements;
5. The Contractor fails to submit the documentation required under **Article I-Section F, Conditions Precedent** of this Contract in accordance with the time periods set forth therein;
6. The Contractor does not furnish the Certificates of Insurance as required under **Article I-Section G, Insurance** of this Contract or as determined by the SFWIB;
7. The Contractor does not furnish proof of licensure or certification as required under **Article I-Section H, Licensing** of this Contract;
8. The Contractor fails to comply with the background screening and/or provide proof that the background screening was completed as required under **Article I-Section I, Level 2 Background Screening** of this Contract;
9. The Contractor fails to comply with the Anti-Nepotism provision set forth in **Article I-Section L, Anti-Nepotism**;
10. The Contractor fails to comply with the Code of Business Ethics provision set forth in **Article I-Section P, Code of Business Ethics**;
11. The Contractor fails to comply with the Gratuities provision set forth in **Article I-Section O, Gratuities**;
12. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II-Section J, Notification of Legal Action** of this Contract;
13. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II-Section K, Other Notifications** of this Contract;
14. The Contractor refuses to allow the SFWIB full access to records or refuses to allow the SFWIB to monitor, evaluate and review the Contractor's services and programs;
15. The Contractor fails to comply with the requirements set forth in **Article III-Section G, Florida Public Records Law**;
16. The Contractor fails to comply with Incident Reporting for abuse, neglect, or exploitation of a child, aged person, or disabled adult as required under **Article III-Section R, Abuse, Neglect and Exploitation Incident Reporting** of this Contract;
17. The Contractor fails to take reasonable measures to protect and secure data pertaining to personal information in electronic form as required under **Article III-Section L, Information Security Obligations** of this Contract;
18. The Contractor fails to comply, in whole or in part, with **Article III-Section L, Information Security Obligations**;
19. The Contractor fails to take reasonable measures to protect and secure personal and confidential information as required under this Contract and any applicable local, state or federal laws and regulations;
20. The Contractor does not submit or submits incomplete or incorrect required reports or proof of compliance with reporting requirements as required by this Contract;
21. The Contractor fails to respond and/or provide documentation to any of the SFWIB's requests within specified due dates, after three (3) written requests by the SFWIB;
22. The Contractor fails to correct deficiencies discovered during a monitoring, evaluation or review by the SFWIB and/or any governmental body acting within the scope of its jurisdiction within the time period specified by the SFWIB and/or the governmental body;
23. The Contractor fails to submit, or submits incorrect or incomplete proofs of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
24. The Contractor fails to comply with **Article IV, Section G, Contractor's Cost Allocation Plan and Indirect Cost Rate**;
25. The Contractor fails to submit an invoice as set forth in **Article IV-Section H, Monthly Invoicing**, in accordance with the time periods set forth therein;
26. The Contractor unlawfully discriminates under any of the applicable laws;
27. The Contractor fails, in whole or in part, to cooperate with the SFWIB and partners of the SFWIB in the implementation of any Memorandum of Understanding (MOU) entered into between the SFWIB and any partner;
28. The Contractor fails to meet the terms and conditions of any obligation under any contract or

- otherwise or any repayment schedule to the SFWIB or any of its agencies or instrumentalities;
29. The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Contract; and
  30. The Contractor fails to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws, which include, but are not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Contract or any other contractual agreement the Contractor has with the SFWIB.

Waiver of a breach of any provision of this Contract by the SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of the terms of this Contract.

#### **G. BREACH OF CONTRACT: SFWIB REMEDIES**

If the Contractor breaches this Contract, the SFWIB may pursue any or all of the following remedies:

1. The SFWIB may terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, the Contractor shall, upon the SFWIB's request: (a) return all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Contractor with the SFWIB's funds under this Contract; (b) reimburse any funds the SFWIB awarded to the Contractor, which were not lawfully expended, under this Contract; and (c) terminate or cancel any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such termination, in addition to the SFWIB's attorneys' fees and costs;
2. The SFWIB may suspend payment, in whole or in part, under this Contract by providing written notice to the Contractor of such suspension and specifying the effective date thereof. All payments to the Contractor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Contractor shall immediately cease to provide services pursuant to this Contract. If payments are suspended, the SFWIB shall specify in writing the actions that shall be taken by the Contractor as a condition precedent to resumption of payments and shall specify a date for compliance. The SFWIB may also suspend any payments, in whole or in part, under any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such suspension, in addition to the SFWIB's attorneys' fees;
3. The SFWIB may seek enforcement of this Contract by any action at law or equity available to the SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the SFWIB's attorneys' fees and costs through final resolution of the matter including appeal;
4. If, for any reason, the Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB may, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In such case, the SFWIB may terminate or cancel any other contracts the Contractor has with the SFWIB. The Contractor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to the SFWIB's attorneys' fees. Any contractor who attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement may be debarred from the SFWIB contracting for a period not to exceed five (5) years; or
5. Any other remedy available at law or equity or administratively.

**H. DAMAGES SUSTAINED**

The Contractor shall not be relieved of liability to the SFWIB for damages sustained by the SFWIB caused by any breach of this Contract by the Contractor, and the SFWIB may withhold any payments to the Contractor until such time as the exact amount of damages due to the SFWIB are determined. The SFWIB may also pursue any remedies available at law or equity to compensate for any damages sustained by any such breach by the Contractor. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such breach, including the SFWIB's attorneys' fees.

**I. NOTICES**

It is understood and agreed between the Parties that written notice addressed to the Executive Director of the SFWIB, and mailed or delivered to the address appearing on page one (1) of this Contract and written notice addressed to the Contractor and mailed or delivered to the address appearing on page one (1) of this Contract shall constitute sufficient written notice to the respective Party.

**J. NOTIFICATION OF LEGAL ACTION**

The Contractor shall notify the SFWIB of legal actions taken against the Contractor or potential actions such as lawsuits, related to services provided through this Contract or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the SFWIB. The SFWIB shall be notified within **five (5)** days of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

**K. OTHER NOTIFICATIONS**

The Contractor shall provide prompt notice, not later than thirty (30) days regarding all matters, to the Executive Director of the SFWIB, in writing, of any issues, questions, requests for clarification or any other matter relating to or affecting the Contractor's performance under this Contract.

**L. AUTONOMY**

Both Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

**M. INDEMNIFICATION**

1. All Entities Which are Not Florida Governmental Entities. The Contractor shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Contractor's behalf under this Contract, including but not limited to DEO staff. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

2. Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this Contract.

**N. PRIOR AGREEMENTS**

This Contract and its attachments and exhibits incorporate all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract which are not contained in this Contract or in its attachments and exhibits. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**O. JOINT PREPARATION**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**P. NO ASSIGNMENT**

The Contractor shall not assign this Contract or any rights accruing hereunder in whole or in part without the express written authorization of the SFWIB, which authorization may be withheld in the sole discretion of the SFWIB.

**Q. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other Party and enforceable in accordance with its terms.

**R. SUBCONTRACTING**

1. The Parties hereto agree that no subcontract shall be entered into under or pursuant to this Contract without the prior written approval of the SFWIB, with said prior written approval issued at the sole discretion of the SFWIB.
2. In no event shall such prior written approval of the SFWIB relieve the Contractor from the Contractor's obligations under this Contract, or change any of the terms or conditions of this Contract. The Contractor shall ensure that all applicable provisions of this Contract are binding upon all such subcontractors. It is expressly understood and agreed that the SFWIB shall not be liable to any subcontractor(s) for any expenses or liabilities of any kind whatsoever incurred by any person or entity under any subcontract.

**S. MODIFICATIONS**

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly approved and signed by both Parties.

**T. SEVERABILITY**

If any portion of this Contract is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective. If, a court determines that any portion of this Contract is invalid, the SFWIB may terminate this Contract without cause.

**U. PERSONS WITH DISABILITIES AND ACCESSIBILITY OF FACILITIES**

The Contractor shall conduct all activities under this Contract in accordance with the Americans with Disabilities (ADA) Act of 1990 as amended, Section 504 of the Rehabilitation Act of 1973 as amended, Title VI of the Civil Rights Act of 1964 as amended, and the regulations promulgated under such Acts, with respect to persons with disabilities.

The Contractor shall designate a Disability Services Coordinator to establish and implement internal procedures to ensure that Contractor and operational staff are knowledgeable about and comply with the disability-related requirements of WIOA, Section 188; Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA) of 1990 as amended (42 U.S.C. 12101 et seq.) P.L. 101-336 which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities. The Contractor's staff shall be thoroughly trained in providing services to individuals with disabilities as it pertains to customer service, reasonable accommodations, and etiquette.

The Contractor shall assure that programs and activities under this Contract are accessible to individuals with disabilities without discrimination, by:

1. Making reasonable accommodations;
2. Providing services in the most appropriate integrated setting;
3. Providing auxiliary aids for individuals with vision and hearing impairments during the recruitment, referral, and assessment of prospective program participants; and
4. Having resource materials available in alternate formats.

The Contractor shall ensure that the physical facilities utilized under this Contract are accessible at all times to individuals with disabilities; in accordance with the applicable standards of the State of Florida as set forth in DEO/Office of Civil Rights "Facility Accessibility Checklist" posted on the DEO website at: [www.floridajobs.org](http://www.floridajobs.org) or shall submit to the SFWIB an alternate plan to achieve physical accessibility to individuals with disabilities provided services under this Contract.

**END OF ARTICLE II**



## ARTICLE III

### PROGRAM MANAGEMENT

#### A. PERFORMANCE

Performance shall be defined as the Contractor having attained the goals and objectives set forth in this Contract, in accordance with **Exhibit A, Statement of Work** attached hereto and incorporated by reference as if fully set forth herein. The Contractor shall be responsible for the recruitment, enrollment and placement of clients in a sufficient amount to assure that expenditure levels are met for the different funding streams.

#### B. PROGRAM REPORTS

Data for reports shall be generated from the appropriate Management Information System(s) ("MIS"). Performance shall only be deemed to have occurred if the Contractor has reported same in the applicable MIS. The Contractor shall ensure that adequate and timely reports are produced for internal performance monitoring purposes from the same MIS.

#### C. SUPERVISORY CASE REVIEW

The Contractor shall conduct monthly supervisory quality assurance case reviews to assess the performance of the Program management staff and monitor compliance with the SFWIB's procedural and performance requirements. Supporting documentation for these reviews shall be maintained by the Contractor and made available for monitoring reviews by the SFWIB upon request.

#### D. MONITORING

The Contractor shall permit, at any and all times, the SFWIB, and the SFWIB's, officers, authorized agents or employees, to perform random or scheduled monitoring, reviews and evaluations of the services which are the subject of this Contract, conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function and requirements of the SFWIB including but not limited to monitoring both fiscal and programmatic compliance with all the terms and conditions of this Contract.

The SFWIB shall communicate the monitoring results and findings to the Contractor through an official written report and may require corrective action by the Contractor. The Contractor shall rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the SFWIB may suspend payments or immediately terminate this Contract, in the sole discretion of the SFWIB.

#### E. FILE MAINTENANCE

##### 1. Case File

The Contractor shall maintain a separate individual case file for each participant served in accordance with the policies and procedures established by the SFWIB for participants enrolled in any of the SFWIB-funded programs. This file shall include all required documents as set forth in the SFWIB's procedures. These files shall be subject to the **Audit, Inspection and Access to Records** requirements under **Article III-Section H** of this Contract. **All case files shall be electronic only, hard copy files will not be accepted.**

##### 2. Electronic

The Contractor shall update each electronic participant file in the applicable MIS to reflect the most current activity. Each entry must be supported by scanned copies of the appropriate documentation to support the entry. Failure to update the electronic case file timely, accurately and with information based upon actual activity, may result in corrective action, withholding of payment, termination of this

Contract and de-obligation for non-performance.

3. Medical Records & Disability-Related Information

The Contractor shall keep all medical records and disability-related information, which are part of the eligibility determination or case management process, in a separate file and in a designated, properly secured, area. The Contractor shall keep new records in electronic format only and in a secure medical records folder. The Contractor shall limit access to medical records and disability-related information to persons authorized by the Contractor. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file, to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to medical records is provided and any federal, state, and/or local laws are breached.

4. Domestic Violence Records

The Contractor shall keep all domestic violence records, which are part of the eligibility determination or case management process, in a separate file and in a designated, properly secured area. The Contractor shall keep new records in electronic format only and in a secure legal record's folder. The Contractor shall limit access to domestic violence records to persons authorized by the Contractor when it is necessary to perform the services. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to domestic violence records is provided and any federal, state, and/or local laws are breached.

5. Background Screening Records

The Contractor shall keep all background screening records, which are part of the case management process, in a separate file and in a designated, properly secured area. The Contractor shall take necessary safeguards to keep the background screening records of participants in a secure, access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall keep new records in electronic format only and in a secure legal records folder. The Contractor shall limit access to background screening records to persons authorized by the Contractor. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to background screening records is provided and any federal, state, and/or local laws are breached.

**F. FILE OWNERSHIP**

The Contractor understands and agrees that the case files that the Contractor maintains for programs funded by this Contract are the SFWIB's property and are maintained by the Contractor for the SFWIB's benefit. Therefore, the Contractor shall not dispose of any case files without the prior written consent of the SFWIB. In the event of the termination or expiration of this Contract, the Contractor shall immediately transmit all records to the SFWIB upon the request of the SFWIB.

**G. FLORIDA PUBLIC RECORDS LAW**

1. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in connection with this Contract, except that public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. The Contractor's failure to allow such public access shall result in the immediate termination of this Contract or any renewal. The Contractor shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.

2. Pursuant to section 119.0701, Florida Statutes, the Contractor shall:
- a) Keep and maintain public records required by the SFWIB to perform the services;
  - b) Upon request from the SFWIB's custodian of public records, provide the SFWIB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
  - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the SFWIB; and
  - d) Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of the Contractor upon termination of this Contract. Upon termination of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SFWIB, upon request from the SFWIB's custodian of public records, in a format that is compatible with the SFWIB's information technology systems.
3. For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)  
**Office of the Executive Director. Telephone: 305-929-1500**  
**South Florida Workforce Investment Board**  
**The Landing at MIA**  
**7300 Corporate Center Drive, Suite 500**  
**Miami, Florida 33126-1234**

In the event the Contractor does not comply with the public records disclosure requirement set forth in section 119.0701, Florida Statutes and this **Section G** of this Contract, the SFWIB shall avail itself of the remedies set forth in **Article II, Sections E – Termination, F – Breach of Contract and G – Breach of Contract: SFWIB Remedies** of this Contract.

A Contractor who fails to provide the public records as required by law, within a reasonable time, may also be subject to penalties under section 119.10, Florida Statutes.

## H. AUDIT, INSPECTION AND ACCESS TO RECORDS

The Contractor shall permit the SFWIB or the SFWIB's designees, the state of Florida and the federal government or any other duly authorized agent of a governmental agency ("Monitoring Agency") to audit, inspect, examine, excerpt, copy or transcribe the Contractor's client records, financial records, supporting documents, statistical records, personnel records, records of all disseminations of criminal history information, and any other documents (including storage media) pertinent to this Contract during the term of this Contract and for a period of **five (5)** years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Contractor's performance hereunder. The Contractor shall also permit any or all these aforesaid entities to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. The Monitoring Agency may, in its sole discretion, deem necessary or appropriate such monitoring which may consist of internal evaluation procedures, examination of program data, evaluation of participant files, special analyses, on-site reviews or any other procedure.

The Contractor shall provide full and unrestricted access to any and all records for services paid for under this Contract to the SFWIB, the state of Florida, or the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives.

## I. RECORDS RETENTION

Five (5) Year Requirement: The Contractor shall keep all records, accounts, and documents related to the operation and performance of this Contract or any modification hereto for five (5) years following the expiration or termination of this Contract. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall cooperate with the SFWIB to facilitate the duplication and transfer of any of said records or documents during the required retention period. The Contractor shall advise the SFWIB of the location of all records pertaining to this Contract upon the request of the SFWIB and shall notify the SFWIB by certified mail within ten (10) days of moving said records if and when the records are moved to a new location.

The Contractor and any subcontractor shall maintain documentation of expenditures incurred under this Contract 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 Contract, whichever occurs last.

## J. CONFIDENTIALITY OF RECORDS

1. The Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information, including but not limited to social security numbers, demographic data (race/ethnicity, sex, age, and disability status), employment services records, supplemental nutrition assistance program records, job corps records, migrant and seasonal farm worker records, North American Free Trade Agreement-Transitional Adjustment records, Trade Adjustment Assistance under Trade Act of 1974 records, Worker adjustment and Retraining Notification Act records, Welfare Transition Program/TANF records, displaced homemaker records, Labor Market Information individual identifiable data, school readiness records, medical records and disability related information, unemployment compensation records, background screening records, WIOA records as specified in the applicable federal law and implementing procedures, etc. without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the Contract may be divulged to the SFWIB or such other persons as the SFWIB may designate who have responsibilities for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services. All releases of

information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. . The Contractor shall abide by all applicable federal, state and local laws and regulations regarding confidential information, including personally identifiable information (PII) from educational records, as identified in, but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38. The Contractor shall provide, prior to the execution of this Contract, a completed **Confidentiality Agreement, Attachment 2.**

Additionally, when working with education agencies, the Florida Department of Juvenile Justice, the Florida Department of Corrections, the Florida Division of Vocational Rehabilitation, and other partners in implementing workforce programs administered by the SFWIB, the Contractor shall follow confidentiality requirements for each such program including, but not limited to:

- The Privacy Act: 5 USC 552a;
- Social Security numbers: 119.0721 Florida Statutes and 5 USCA 552a;
- Medical documents: 29 CFR 37.37; 29 CFR 1630.14;381.004(3)(e) and (6)(c) Florida Statutes;
- Employment and Related Services for Persons with Disabilities: Florida Statute 413;
- Confidentiality requirements governing the protection and use of personal information held by the Vocational Rehabilitation agency (34 CFR 361.38); and
- Student records: Federal Educational Rights and Privacy Act (FERPA), 20 USC 1232g and 1232h: 34 CFR Part 99.

2. **Confidentiality Forms.** The Contractor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing Contractor's duties under this Contract, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this Contract:
  - a. The **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 3**, attached hereto and incorporated by reference as if fully set forth herein.
  - b. The **Confidentiality Acknowledgement Form, Attachment 4**, attached hereto and incorporated by reference as if fully set forth herein (applicable for staff with access to confidential Reemployment Assistance (RA) information).

All completed forms shall be retained as required herein in accordance with **Article III-Section I, Records Retention** of this Contract. The Contractor shall maintain the completed confidentiality forms in each employee's personnel file **and forward copies to the SFWIB's IT Department upon requesting access to State and/or Local System(s).**

3. The Background Screening record information derived from the U.S. Department of Justice shall not be disseminated outside the Contractor's entity or used for a purpose other than that specified in the statute authorizing the request, Section 943.0542, Florida Statutes.

#### **K. VIOLATION OF THE PRIVACY ACT**

Funds awarded under this Contract cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

#### **L. INFORMATION SECURITY OBLIGATIONS**

The Contractor shall abide by the SFWIB's Information Technology Security Policies and Procedures.

- The Contractor (including its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives,

etc.) or peripheral device with the capacity to store information. The Contractor shall not electronically transmit, or allow to be transmitted, any personal or confidential information. Failure to strictly comply with this provision shall constitute a breach of this Contract.

- The Contractor shall not engage any third party vendor, company or agent to modify, troubleshoot or otherwise alter the configuration of network devices, workstations, printers and/or any other device or hardware attached to the SFWIB's network and agrees that no other devices, servers, workstations, tablets, wireless devices, etc., other than those installed by the SFWIB's IT Unit or SFWIB's authorized agent, will be connected to the SFWIB's network.
- During the term of this Contract, the Contractor must obtain signed confidentiality access agreements, which are required by the SFWIB and/or the DEO for systems access privileges, for any individual including, but not limited to all of the Contractor's officers, employees, subcontractors, agents, partners, principals, servants, representatives and security officers, prior to their access to electronic data systems.
- The Contractor shall ensure that the Contractor's staff who has access to client information through the Employ Miami-Dade ("EMD")/Employ Monroe ("EM"), the One-Stop Service Tracking ("OSST") system(s) and/or any other information systems as required, complete the Information Security and Awareness Training annually.
- The Contractor shall make every effort to protect and avoid the unauthorized release of any personal or confidential information, as set forth in **Article III-Section J, Confidentiality of Records**.
- The Contractor shall notify the SFWIB in writing of any disclosure of the SFWIB's and/or the state of Florida's confidential information or data by the Contractor, its officers, employees, subcontractors, agents, partners, principals, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract, which is not in compliance with the terms of the Contract (of which it becomes aware).
- The Contractor shall also report to the SFWIB any Security Incidents of which it becomes aware, including those incidents reported to the Contractor by its officers, employees, subcontractors, agents, partners, principals, servants, representatives. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of the SFWIB's or DEO's information in the Contractor's possession or electronic interference with the SFWIB's operations; however, random attempts at access shall not be considered a security incident.
- The Contractor shall notify the SFWIB's Help Desk, not later than **24 hours** following the determination of any breach or potential breach of personal and confidential data, as required by the SFWIB's Information Technology Security Policies and Procedures, which shall be made available upon request from the SFWIB's Help Desk.
- In the event of a breach of security concerning confidential personal information involved with this Contract, the Contractor shall comply with section 501.171, Florida Statutes, as applicable. When notification to affected persons is required under this section of the statute, the Contractor shall provide such notification, using the SFWIB's approved format, not later than seven (7) calendar days following the determination of any potential breach of personal or confidential data.
- For purposes of this Contract, "security breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a security breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.

- The Contractor shall be wholly liable for security breaches and personal identity theft committed by its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom the Contractor exposes or authorizes to access confidential information obtained under this Contract, including, but not limited to, volunteers and DEO employees. The Contractor shall be liable for: (1) direct payment and/or reimbursement of all costs incurred for notifying and providing identity theft protection services to customers who may be victims of the security breaches and personal identity theft; (2) resolving any and all claims related thereto; and (3) all other costs and damages resulting from security breaches or personal identity theft.
- The Contractor shall notify the SFWIB's Regional Security Officer(s) at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Helpdesk at [helpdesk@careersourcesfl.com](mailto:helpdesk@careersourcesfl.com) with the appropriate system form, as follows:
  - EMD/EM/OSST - DEO Information Systems Security Agreement/Confidentiality Form.
  - Workforce Management System ("WFMS")/Initial Assessment Application ("IAA") – CareerSource South Florida's ("CSSF's") Application Development Unit Security Access Form.
  - Florida – Florida Department of Children & Families' ("DCF's") System Access Authorization Request Form.
- For employees with access to the Connect and/or SunTax systems; The Contractor shall notify the Regional Security Officer at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Regional DEO Manager with the applicable system form(s), as follows:
  - DEO CONNECT Form ISU-38
  - DEO Form ISU-30
- If the employee has security access to multiple systems, the Contractor shall submit all corresponding forms.
- For employees that only have a CSSF **network account and/or VPN account**, only an email requesting disabling of the account(s) is required at the time of termination.

Failure to comply with this **Section L, Information Security Obligations**, shall constitute a breach of this Contract.

**M. STAFFING REQUIREMENTS**

The Contractor shall maintain an organizational structure and adequate programmatic, administrative, and support staff sufficient to fulfill the Contractor's contractual obligations hereunder.

**N. GRIEVANCE PROCEDURES**

The Contractor shall comply with all of the SFWIB's applicable Grievance and Complaint Procedures and as required by state and federal law.

The SFWIB's Grievance and Complaint Procedures can be accessed through the link provided below:

[http://www.careersourcesfl.com/GrievanceProcedures/CSSF\\_GrievanceProcedures\\_English.pdf](http://www.careersourcesfl.com/GrievanceProcedures/CSSF_GrievanceProcedures_English.pdf)

**O. LIMITED ENGLISH PROFICIENCY (LEP)**

When a significant number or proportion of the population eligible to be served under this Contract needs services or information in a language other than English to be effectively informed or to participate in the

services provided under this Contract, the Contractor shall provide a Certified Interpreter and take steps, considering the size of the program and the size and concentration of such population, to make available to such persons any written and audio-visual material, in the appropriate languages, and in alternate formats for individuals with a disability, distributed to the public relating to the services provided pursuant to this Contract.

**P. ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING**

The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004, or via TDD (800) 453-5145 as required by Chapters 39 and 415, Florida Statutes, this provision is binding upon both the Contractor and Contractor's employees. Failure to comply with this **Section P, Abuse, Neglect and Exploitation Incident Reporting**, shall constitute a breach of this Contract.

**Q. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

The Contractor shall not produce, publish for public consumption or distribute any publicity or information about Contractor's programs or program participants without prior review and written approval by the SFWIB. All radio and television advertisements, paid and unpaid, public service announcements, social media, or general newspaper articles shall be coordinated through, and preapproved by, the SFWIB, and shall state that the program is funded through the SFWIB. The Contractor that receives funds from the SFWIB, regardless of the name under which the program is operated, must state that the program is funded by the SFWIB in all public communication media.

The Contractor shall prominently incorporate the name and the official logo of the SFWIB when developing collateral materials or publicity, such as radio, print or television coverage, any form of media press releases, advertising or any informational materials concerning the Contractor's program. Collateral materials such as letterhead, business cards, envelopes, informational pamphlets and brochures, flyers, posters, and other such items, shall be in compliance with the SFWIB's policies and procedures, that ensure compliance with, but are not limited to, CareerSource Florida, Inc.'s Florida Workforce System Statewide Brand Strategic Policy, and pre-approval requirements.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project or programs funded in whole or in part with federal money, the Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money; (2) the dollar amount of federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The Contractor shall incorporate the "**American Job Center**" or "**a proud partner of the American Job Center network**" on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR § 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900a). Each one-stop delivery system must include "**a proud partner of the American Job Center network**" identifier on all:

1. Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials;
2. Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

The logo for "**a proud partner of the American Job Center network**" is available at [www.dol.gov/ajc](http://www.dol.gov/ajc).

**END OF ARTICLE III**



## ARTICLE IV

### FISCAL MANAGEMENT

#### A. INTERNAL CONTROLS AND ACCOUNTING RECORDS

The Contractor shall maintain the Contractor's books and records in accordance with Generally Accepted Accounting Principles ("GAAP"); "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States; the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission; and to institute fiscal controls to account for all monies received from the SFWIB and spent to perform the Contractor's obligations under this Contract.

The Contractor shall maintain records, books, and documents, including electronic storage media and electronic records that identify the SFWIB's funds and which contain information pertaining to authorized expenditures, obligations, de-obligated balances, assets, liabilities, outlays or expenditures and income.

The Contractor shall ensure that accounting records reflect the separation of all programs/activities it administers, or for which it receives funding and that a clear audit trail exists showing the benefit received from each expenditure as it relates to the applicable program/activity.

#### B. PROGRAM INCOME

##### 1. Program Income Shall Be Forthwith Remitted to the SFWIB

The Contractor shall report and remit Program Income as defined in **Exhibit F, Definitions**, attached hereto and incorporated by reference herein, realized in operating a program under this Contract, or any modification hereto, and to the SFWIB at the end of each quarter during which the income was realized.

The Contractor shall ensure that the audit performed in accordance with **Article I, Section F-5** shall contain a schedule detailing program income realized under this Contract.

##### 2. Contractor's Use of Program Income

WIOA regulations require that Program Income be added to the total Contract award and used to provide the same services as stated in the original Contract. If Program Income is added to the Contractor's budget in accordance with the modification provisions under this Contract, that income must comply with the terms and conditions governing all funds awarded under this Contract.

**The Contractor must remit program income, for non-WIOA funds, in excess of one hundred dollars (\$100.00) to the SFWIB not later than thirty (30) days after the end of quarter.**

#### C. RETURN OF FUNDS

The Contractor shall return to the SFWIB any overpayments due to unearned funds, earned funds that exceeded actual expenditures or funds disallowed that were disbursed to the Contractor by the SFWIB and any interest attributable to such funds pursuant to the terms and conditions of this Contract. If the Contractor or its independent auditor discover that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the SFWIB. If the SFWIB first discovers any overpayment has been made, the SFWIB's Executive Director will notify the Contractor in writing of such findings. If the Contractor fails to repay the SFWIB for the overpayment within thirty (30) calendar days following either the Contractor's discovery of or the SFWIB's notification of the overpayment, the Contractor shall also pay SFWIB interest at the lawful rate of interest on the outstanding balance after the

earlier of SFWIB's notification or Contractor's discovery. The SFWIB shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the SFWIB from the Contractor under this or any other contract or agreement.

**D. DEOBLIGATION FOR NON-PERFORMANCE**

The SFWIB, in its sole discretion, may adjust the Contract award amount through a decrease, up to and including the total amount of funds awarded to the Contractor, when and if the SFWIB determines that the Contractor's total program costs will not be expended in accordance with the amount of funds awarded.

**E. VOLUNTARY DEOBLIGATION**

The Contractor may request a decrease of the total amount of funds awarded when it has been determined by the Contractor that funds may not be expended during the period of performance as set forth under this Contract. If requesting a decrease, the Contractor must submit a written request to the SFWIB's Executive Director specifying the amount and the reason for the decrease. Approval of a decrease shall be in the sole discretion of the SFWIB.

**F. BUDGET SUMMARY**

The Contractor agrees that **Exhibit H, Budgets for Administrative Costs and Program Costs**, attached hereto and incorporated herein, validates that the Contractor's projected costs are reasonable, allowable, allocable and are in accordance with cost principles set forth in 2 CFR Part 200, Subpart E.

The Contractor shall incur costs and expend funds earned under this Contract in accordance with Exhibit H, Budgets for Administrative Costs and Program Costs. The Contractor acknowledges and understands that the SFWIB's approval of its budget, the Contractor's execution of this Contract and receipt of funds for workforce services, does not render the SFWIB liable for payment or reimbursement of costs incurred by the Contractor for budgeted line items under this Contract.

The Contractor shall ensure that the budget(s) for administrative costs does not, under any circumstances, exceed ten percent (10%) across the SFWIB's funding streams, or the Indirect Cost Rate, whichever is less.

The Contractor may shift funds within the Contractor's program line item budget. Notwithstanding the above, if the Contractor wishes to shift funds greater than: (1) fifteen percent (15%) of any budgeted position's salary; or (2) fifteen percent (15%), but not less than \$950.00, in any line item, the Contractor shall obtain SFWIB's Executive Director's prior written approval.

The SFWIB's approval of **Exhibit H, Budgets for Administrative Costs and Program Costs** is given based on limited facts presented as justification for the proposed expenditure and prior to the actual expenditure. As such, if actual expenditures are not in accordance with the facts presented for the proposed expenditure or federal requirements, the SFWIB may question or disallow the expenditure, notwithstanding the prior approval of the same.

The Contractor's authorized representative shall approve all budget modifications in writing and then shall forward the budget modification to the SFWIB's Contract Manager for processing and approval. The assigned Contract Manager shall be set forth in the letter awarding funds for this Contract, incorporated by reference herein. Budget modifications approved by both the Contractor and the SFWIB shall replace **Exhibit H** as **Exhibit H-1**, a copy of which shall be attached hereto and incorporated by reference as if fully set forth herein.

Any expenditure made and/or incurred prior to the SFWIB's written approval of a written budget modification request may be disallowed in the sole discretion of the SFWIB.

The Contractor shall amend the budget, if applicable, and submit to the SFWIB not later than August 15, 2019.

The Contractor shall notify the SFWIB's Contract Manager and accountant, in writing, of all staffing changes (including, but not limited to adding names of staff filling vacant positions). Staffing changes (including, but not limited to adding names of staff filling vacant positions) shall be incorporated in the budget not later than the next available modification period set forth herein.

Only one staff can be delegated to a budgeted position, except where a transition occurs, the incoming staff may also occupy the budgeted position for a period not to exceed one month in duration, nor the total budgeted salary for the position.

Final line-item adjustment(s) shall be allowed as set forth in **Article IV-Section K, Financial Closeout**.

## G. CONTRACTOR'S COST ALLOCATION PLAN AND INDIRECT COST RATE

1. **Indirect Cost Rate:** The publication of Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," released on December 26, 2013, requires that every sub-award of federal funds from pass-through entities (i.e. the SFWIB) to the sub-recipient must include, among other elements, an Indirect Cost Rate.

In conformity with Title 2 CFR Part 200, the Contractor shall submit one of the following to the SFWIB along with the program budget (as described in Article IV, F):

A. If the Contractor does not have an approved Indirect Cost Rate:

- o The Contractor shall develop and submit to the SFWIB's Finance Unit an initial indirect cost rate proposal. Detailed guidelines for preparing an Indirect Cost Rate proposal are contained in CareerSource Florida Administrative Policy Number 86. Additional information can be found at:

[http://www.floridajobs.org/docs/default-source/2016-guidance-papers/lwdb\\_indirectcostadminpolicy\\_final\\_-20160805.pdf?sfvrsn=2](http://www.floridajobs.org/docs/default-source/2016-guidance-papers/lwdb_indirectcostadminpolicy_final_-20160805.pdf?sfvrsn=2)

B. If the Contractor has an approved Indirect Cost Rate from a federal agency or pass-thru entity, the Contractor shall submit a copy of the Indirect Cost Rate approval letter from said agency or pass-thru entity to the SFWIB.

Please note, an Indirect Cost Rate Proposal is mandated only if the Contractor includes indirect costs in the **Exhibit H-Budget for Administrative Costs and Program Costs**. However, if indirect costs are not included, a proposal is not required.

2. **Cost Allocation Plan:** The Contractor's operating expenditures shall be cost allocated across all applicable funding streams.

The Contractor shall submit a detailed Cost Allocation Plan ("CAP"), or cost policy statement as appropriate to the SFWIB in accordance with the guidance that can be accessed through the link provided below.

<http://www.floridajobs.org/FMSAS/Monitoring/AgencyIssued/Cost%20Allocation%20Plan%20Guidance%20-%20RWB.pdf>

The CAP is a document that specifies the allocation methods used for distributing all costs of an organization. A plan for allocating shared costs is required to support the distribution of those costs to grant and non-grant programs. All of the Contractor's costs must be included in the plan. Official accounting records must support all costs. An agency-wide budget should be presented that depicts all shared cost. The Contractor shall submit the Cost Allocation Plan to the SFWIB within the lesser of 30 days of Contract execution or along with the program budget.

A CAP is not required if the Contractor's award amount(s) is specific to a single program and from a funding stream where there will be no shared costs. If the Contractor elects the de minimis rate (10%

indirect costs as indicated in Administrative Policy Number 86) a CAP is not required, but a cost policy statement would be required.

The cost policy statement that is required as part of the indirect cost rate proposal and the CAP may be incorporated into one document.

Federal funds awarded under this Contract may not be used to meet the matching or cost-sharing requirements of other Federal grant programs unless expressly authorized by federal law.

3. **Approval of Indirect Cost Rate:** The SFWIB will negotiate with the Contractor and approve the indirect cost rate. Indirect costs can only be charged to an award based on an approved indirect cost rate. However, the approval of indirect costs by the SFWIB is not intended to identify the circumstances or dictate the extent of federal participation in the financing of particular awards.

The results of the indirect cost rate negotiation will be formalized in a written agreement between the SFWIB and the Contractor.

The Contractor shall maintain appropriate supporting documentation for the Contractor's cost allocation and Indirect Cost Rate calculations in accordance with the records retention requirements set forth in **Article III-Section H, Audit, Inspection and Access to Records** and **Article III-Section I, Records Retention**. Failure to maintain the appropriate documentation and to follow the submitted and approved plan may result in **cost disallowances** by the SFWIB.

Failure to comply with this **Section G** may be considered a breach of this contract and can lead to disallowance of indirect/administrative costs and/or other remedies for non-compliance as specified in **Article II-Section G, Breach of Contract: SFWIB Remedies**.

## H. MONTHLY INVOICING

1. **Requests for Payment.** The SFWIB shall pay all costs or services incurred by the Contractor that are allowable under 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Contract and applicable SFWIB policies and procedures, as may be amended from time to time.
2. To receive payment, the Contractor shall submit monthly an original invoice package which shall include an original signed **Contract Invoice (Exhibit I)**, attached hereto and incorporated by reference herein, monthly **General Ledger** (for the current month being billed, or a prior month(s) General Ledger for any costs not previously billed), and **Payroll Register** for the month being billed.

The Contractor must submit the original invoice package not later than the **seventh (7<sup>th</sup>)** business day of the month following the month in which the services were provided. The Contract Invoice shall reflect only the expenses incurred and paid by the Contractor for the month that the services were rendered. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall pay the Contractor via Electronic Fund Transfer; the sole judge of the satisfaction of the submission will be the SFWIB. The Contractor shall complete an **Authorization Agreement for payments via Direct Deposits**, which may be requested from the SFWIB's finance unit.

Failure to submit original signed invoices, General Ledger, and Payroll Register, in a manner deemed correct and acceptable by the SFWIB and by the due date (the **seventh (7<sup>th</sup>)** business day of the month following the month in which the services were provided), shall be considered a breach of this Contract.

The Contractor shall maintain **originals** of cancelled checks or a legal copy of the cancelled checks, itemized invoices, receipts, payroll registers and any evidence of indebtedness as proof of expenditures. These documents shall be maintained by the Contractor in accordance with **Article III, Section I-Records Retention** and **Article III, Section H, Audit, Inspection and Access to Records**.

3. **Processing the Request for Payment.** The Parties agree that the processing of a payment request by the Contractor shall be completed by the SFWIB within fifteen (15) business days, or less, of receipt of submission of the request along with the complete required invoice package. Processing the payment request within fifteen (15) business days is contingent upon complete and satisfactory submissions of the required invoice package and supporting documentation, which have been approved by the SFWIB. The Contractor's shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the SFWIB.

#### **I. LATE INVOICING**

Invoices submitted after the due date as specified in **Section H- Monthly Invoicing** above, shall automatically be charged as described below:

- Invoices submitted five (5) calendar days or less following the due date shall automatically be charged five percent (5%) of the amount invoiced;
- Invoices submitted more than five (5) calendar days following the due date shall automatically be charged an additional five percent (5%) of the amount invoiced.

A contractor experiencing problems accessing/submitting their invoice on time shall contact the Adult Programs Manager or Adult Programs Supervisor immediately. **Failure to make contact with the program manager or program supervisor can result in a penalty being assessed.**

#### **J. PARTICIPANT COSTS**

1. The Contractor shall designate an amount for participant costs from the funding award which shall be available through the use of the WFMS. The Contractor shall include said allocation in the Contractor's budget. The Contractor shall have the ability to increase or decrease the initial allocation amount in subsequent budget submissions.

##### **2. Utilization of Funds**

- The SFWIB shall make the participant costs available to the Contractor through the use of the WFMS.
- The Contractor shall pay for participant costs directly and seek reimbursement under this Contract from the SFWIB. To seek reimbursement for participant costs the Contractor shall issue vouchers **not later than August 31, 2019 at noon (12:00 p.m.)**.
- The Contractor shall effectively manage and spend the participant costs funds (Training, OJT, PWE, transportation and support services) allocated during this Contract period.
- The Contractor shall monitor and reconcile all WFMS issued voucher payments, void those vouchers and close the programs where the participant has withdrawn from training.
- The Contractor shall be responsible for the under and over-utilization of the funds provided for participant costs.
- The SFWIB may monitor Contractor's utilization of these funds. The SFWIB may also de-obligate or re-obligate said funds, if the Contractor demonstrates an inability to effectively manage the funds allocated.
- The Contractor shall monitor the WFMS' allocations. The Contractor shall be solely responsible for any portion of the allocation that is over-utilized during the term of this Contract. The SFWIB shall not reimburse the Contractor for any costs incurred over the participant allocations in WFMS.

- The Contractor shall request, in writing, to the SFWIB any changes to the allocated amount for WFMS' participant costs.
- The Contractor may request, in writing, to transfer funds among the participant cost categories (PWE, transportation and support services).
- The approved transfers must be reflected in the next available budget modification following the schedule set forth in **Article IV, Section F-Budget Summary**.

#### K. **FINANCIAL CLOSEOUT**

The Contractor shall comply with all provisions of the SFWIB's **Financial Closeout Procedures, Exhibit G**, attached hereto and incorporated by reference herein, upon the expiration or termination of this Contract. The Contractor shall complete and submit the Financial Closeout not later than thirty (30) calendar days after the expiration or termination of this Contract. If the Contractor fails to submit the required closeout package and adequate supporting documentation by the specified due date, all costs included in the Financial Closeout may be disallowed by the SFWIB in its sole discretion.

For funds awarded for the period of **July 18, 2019 through August 31, 2019**, the Financial Closeout required by the SFWIB shall be completed and submitted not later than thirty (30) calendar days after the expiration of this Contract. Non-receipt of the required closeout package and supporting documentation by the specified due date shall result in the disallowance of all costs included in the Financial Closeout.

Final line-item budget adjustment(s), by funding stream and function (administrative and programmatic), not including staff incentives shall be allowed to be submitted with the Financial Closeout, only if the variance(s) does not exceed ten percent (10%) of the amount budgeted in the line item and the net effect of the changes, in the total funding is zero.

**Pursuant to the terms of this Contract and in consideration of the total amounts earned and paid to the Contractor for performance, upon submission of the Financial Closeout Package, the Contractor hereby remises, releases, and discharges the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever related to, 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.**

**END OF ARTICLE IV**

SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: Adults Mankind Organization, Inc. (AMOR)  
PROGRAM ENTITLED: "Rolling Crest Lake Summer Youth Employment Program"  
CONTRACT NUMBER: WS-YS-SP-PY'18-60-00

(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. Carmen Carulla 1b. \_\_\_\_\_  
Signature of President or Vice-President

9-13-19 \_\_\_\_\_  
Date Date

2a. Carmen Carulla 2b. \_\_\_\_\_  
Typed Name of President or Vice-President

3a. President 3b. \_\_\_\_\_  
Full Title of President or Vice-President

4a. [Signature] 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

[Signature] \_\_\_\_\_  
Rick Beasley Executive Director, SFWIB Date 9/22/19

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**EXHIBITS:**

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**Attachment 2 - Confidentiality Agreement**

**Attachment 3 - Individual Non-Disclosure and Confidentiality Certification Form**

**Attachment 4 - Confidentiality Acknowledgement**

**Attachment 5 - Affidavit of Good Moral Character**

**Exhibit A - Statement of Work**

**Exhibit B - Code of Business Ethics Affidavit**

**Exhibit C - Self-Assessment Questionnaire**

**Exhibit D – Intentionally Left Blank**

**Exhibit E - Intentionally Left Blank**

**Exhibit F - Definitions**

**Exhibit G - Financial Closeout Procedures**  
**Exhibit H - Budget for Administrative Costs and Program Costs**  
**Exhibit I - Contract Invoice**

**AFFIRMATION/ACKNOWLEDGEMENT FORM**

\_\_\_\_\_ affirms and acknowledges that the individuals listed below meet the  
(Name of Contractor)  
 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.

**CONFIDENTIALITY AGREEMENT**

Department of Economic Opportunity (DEO) policy concerning safeguarding confidential information obtained from applicants, participants, employers and other sources is based on legislative direction and federal and state statutes and rules. These confidential records may include, but not limited to, personal identifying information of program applicants, recipients, or participants such as names, social security numbers, payroll information, employer information and resource and referral information, which are private and confidential under federal and state laws and rules, including 20 Code of Federal Regulations (CRF) 603.9, 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1) Florida Statutes (F.S.), and rule 73B-1, Florida Administrative Code (FAC).

Disclosure of this information, including information received electronically, by phone calls or other communication is protected by law. The **Contractor** shall not disclose or allow access to this information unless such action is required and necessary for the performance of official duties pursuant to any contract or agreement awarded to the **Contractor** by South Florida Workforce Investment Board (SFWIB).

In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Contractor** agrees to instruct all personnel having access to any disclosed information about the confidentiality requirements of the information, the requirements of 20 CFR 603.9(b), 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1), F.S., the potential criminal charges individuals could face if convicted for the willful unauthorized use or disclosure of the information specified in sections 775.082 or 775.083, F.S.; agrees to store and process this information in such a way that unauthorized persons cannot view or obtain the information by any means; and agrees to dispose any confidential information obtained, and any copies thereof made by the **Contractor** or its employees or agents after the purpose for which the information is disclosed is served in accordance with the provisions of 20 CFR 603.9(b)(vi).

By signing this agreement, the **Contractor** agrees to abide by DEO, state and federal statutes, policies and rules described above, and SFWIB policies and procedures, and that the **Contractor** and any of its employees or agents will not release or disclose any confidential information while providing services for SFWIB.

**Confidential Information Certificate**

I have reviewed the foregoing and my signature below indicates I understand the requirements described above and accept responsibility for complying with it.

Adults Mankind Organization, Inc.

Company Name (type or print)



Authorized Representative signature

9-13-19

Date

**Individual Non-Disclosure and Confidentiality Certification Form**

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who receive public assistance, employment and unemployment insurance records maintained by the Department of Economic Opportunity (Department or DEO) made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other personally identifiable information), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
3. I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access systems to which I have been granted access, I will immediately notify the South Florida Workforce Investment Board's (SFWIB) Security Officer.
5. I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
6. I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
8. I will not share with anyone any other information regarding access to the systems unless I am specifically authorized by the SFWIB.
9. I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.

10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
12. I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer, the Department or SFWIB. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
13. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor or SFWIB security officer for guidance and comply with their instructions.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Employee Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Work Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**CONFIDENTIALITY ACKNOWLEDGEMENT**

As a representative of \_\_\_\_\_ (Contractor's Name) providing services to the **South Florida Workforce Investment Board (SFWIB)** under contract number \_\_\_\_\_ for the purpose of provision of Workforce Services, I understand that I may have access confidential Reemployment Assistance (RA) information in meeting contractual obligations. By signing this form, I acknowledge that I will adhere to the State of Florida's RA confidentiality provisions specified in section 443.1715, Florida Statutes (F.S.) and 20 Code of Federal Regulations (CFR) Part 603.9. I understand that any individual that receives confidential Florida RA information who violates the provisions of the Florida statutes stated above commits a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, F.S.

In complying with these provisions, I further acknowledge the following:

1. I have been instructed on the confidentiality of the Florida RA information for which I may be exposed and the confidentiality requirements specified in section 443.1715, F.S.
2. I acknowledge, understand, or affirm I shall only use confidential RA information gathered, used, or seen for the limited purposes specified in the statement of work of contract: \_\_\_\_\_ or as otherwise authorized by law in order to perform my official duties required by the contract and shall not use such information for any other purpose.
3. I acknowledge, understand, or affirm that confidential RA information may only be disclosed in accordance with the provisions of section 443.1715, F.S.
4. I acknowledge, understand, or affirm that confidential RA information shall be stored in a place physically secure from access by unauthorized persons.
5. I acknowledge, understand, or affirm that confidential RA information in electronic format, such as magnetic tapes or discs should be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computers, remote terminals or other means.
6. I acknowledge, understand, or affirm that I must take precautions to ensure that only authorized personnel are given access to confidential RA information.
7. I acknowledge and understand that making a false representation in order to obtain a social security number in violation of section 119.0721, Florida Statutes, commits a felony of the third degree, punishable as provided in section 775.082 or section 775.083, Florida Statutes.

I hereby certify that I have read and understand this acknowledgment and I have received any necessary clarification from my supervisor. I also understand that any violation of these laws or requirements may result in disciplinary action(s) by my supervisor and/or criminal prosecution.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Printed Name of Company



# AFFIDAVIT OF GOOD MORAL CHARACTER

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 777.04 attempts, solicitation, and conspiracy to commit an offense listed in this subsection
- 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 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

**CONTINUED ON NEXT PAGE**



Section 843.01	resisting arrest with violence
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 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section 817.034	fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems
Section 817.234	false and fraudulent insurance claims
Section 817.481	obtaining goods by using a false or expired credit card or other credit device, if the offense was a felony
Section 817.50	fraudulently obtaining goods or services from a health care provider
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
Section 895.03	racketeering and collection of unlawful debts
Section 896.101	the Florida Money Laundering Act

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.

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: \_\_\_\_\_

**STATEMENT OF WORK  
ADULTS MANKIND ORGANIZATION, INC. (AMOR)  
ROLLING CREST LAKE, INC. (RCL) SUMMER YOUTH EMPLOYMENT PROGRAM  
JULY 18, 2019 THROUGH AUGUST 31, 2019**

The Contractor hereby agrees to provide services as described herein in compliance with the conditions herein stated:

**I. INTRODUCTION**

The aim of the South Florida Workforce Investment Board (SFWIB) is to assist youth in (1) obtaining a high school diploma or equivalent General Education Development (GED); (2) transitioning into a career opportunity, career pathway opportunity and/or post-secondary education; and (3) gaining employment leading to self-sufficiency.

The RCL Summer Youth Employment Program (SYEP) shall provide thirty-two (32) registered participants up to one-hundred and forty (140) hours Paid Work Experience (PWE) to include the Pre-Employment Work Readiness Training.

**II. PROGRAM DESCRIPTION**

The RCL youth residents ages 15-18, residing in the Rolling Oaks, Crestview and Lake Lucerne neighborhoods of Miami Gardens; will be provided summer employment opportunities to enhance their work-readiness skills while earning income. The main focus of the SYEP is to provide access to occupational skill opportunities and increase employment, job retention and earnings by developing work related activities that will prepare youth to effectively compete in the global economy.

The program outcome is to enroll the RCL's youth residents, ages 15-18 that have been determined eligible to maximize employment opportunities that will prepare youth to effectively compete in the workforce.

**III. PROGRAM PARTICIPATION**

Eligible youth shall only be paid for actual hours of participation at the worksite and the twenty (20) hour Pre-Employment Work Readiness Training. Youth are prohibited from any overtime work assignments and shall not be requested to work overtime. Youth shall not be paid during the summer for sick, vacation, or holiday wages.

**A. Hours and Wage Rate**

The Contractor shall pay the wages of eligible youth ages 15-18 their participation in the SYEP at an hourly wage rate of \$9.00 for a maximum **one-hundred and forty (140)** hours for work based activities.

**B. Tracking Participation**

The Contractor shall:

- Collect hard copies of sign in and out logs every two (2) weeks, which shall include the hours of participation at the employer's worksite locations to verify actual worksite participation hours for each youth.

- Maintain appropriate payroll documentation verifying issuance and receipt of payroll check via Direct Deposits (ACH Credits).

#### IV. ROLES AND RESPONSIBILITIES

The Contractor shall be responsible for the following, which include, but are not limited to:

**A. Intake and Eligibility Determination:**

To participate in the SYEP, all youth must meet the required program eligibility criteria listed below:

- Between the ages of 15 through 18;
- Is a resident of Rolling Oaks, Crestview and Lake Lucerne neighborhoods of Miami Gardens;
- A citizen of the United States or an eligible non-citizen who is authorized by the Immigration and Naturalization Service;
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Identified as a low-income individual:
  - Low-income is verified by:
    - Living in a high poverty area; and/or
    - Receiving free and/or reduced lunch.

**B. Utilize the Initial Application, EMD/EM, to document the provision of services as part of the students tracking process.**

**C. Ensure students are registered in EMD/EM system as follows:**

A complete EMD/EM registration must include all of the following components: a complete and current General Information section containing a verified residential and mailing address, a valid telephone number, and e-mail address. The students must also have been assigned an occupation title and occupation code (O\*NET code). Additionally, staff must complete the Background Wizard section to include the Education Profile, the Employment History with previous hourly wages, and O\*NET code. To complete the registration, the students must have an active/online resume that is viewable to employers, with a valid telephone number and e-mail address.

If the applicant is not registered then staff shall need to provide them with a paper registration form and ensure complete registration in the EMD/EM system.

#### V. PROGRAM SERVICES

The Contractor shall:

- Accept participants referred from the SFWIB and RCL who registered and meet eligibility criteria.
- Provide Pre-Employment Work Readiness Training.
- Develop worksites for work experience activities internships, and perform all administrative requirements such as worksite orientation, monitoring of worksites, worksite inspections, worksite evaluations, payroll functions, supervisor and participant interviews, etc.
- Collect all required documents as set forth herein.

**Exhibit A**

- Manage an internal monitoring process to ensure that services are delivered in accordance with the administrative and programmatic requirements of the SFWIB.
- Manage payroll for youth participants will be accomplished by the contractor. The Contractor shall comply with all workers' compensation laws and regulations. Coverage for workers' compensation will be supported by the State of Florida.
- Collect information on the hours worked and/or attended in work readiness training by each youth.
- Issue a payroll check via Direct Deposits (ACH Credits) to the participant and maintain appropriate payroll register/general ledger verifying issuance and receipt of the payroll check. Direct Deposits (ACH Credits) are to be issued to participants only and not to any relatives or friends.
- Strictly enforce the Child Labor Laws, if the SYEP youth is below the age of 18. Refer to the Department of labor's website for specific guidelines.

**VI. PROGRAM LOCATION**

The Contractor shall enroll the SYEP participants at various worksites locations within the Rolling Oaks, Crestview and Lake Lucerne neighborhoods of Miami Gardens.

**VII. PERFORMANCE**

The Contractor shall be responsible for achieving the following performance:

<b>PERFORMANCE MEASURES</b>	<b>STANDARD</b>
Determine eligibility for a minimum of thirty-two (32) eligible students.	100%
Complete the required Wagner-Peyser application in EMD/EM for a minimum of thirty-two (32) eligible youth.	100%
Provide twenty hours (20) of Pre-Employment Work Readiness Training to include an essay to thirty-two (32) eligible youth.	100%
Provide program orientation to a minimum of thirty-two (32) eligible youth.	100%
Provide Paid Work Experience (PWE) to a minimum of thirty-two (32) eligible youth.	100%

**VIII. DATA ENTRY REQUIREMENTS**

The Contractor shall be responsible for entering data in the EMD/EM (which captures information on the eligibility program activities, case management and program exists) and Workforce Management System (WFMS) as required by the SFWIB.

**IX. RECORDS MAINTENANCE**

The Contractor shall maintain complete files for each youth who participates in the SYEP. These files must be retained after completion of the RCL SYEP as set forth in **Article III, Section E-File Maintenance; Section G-Florida Public Records Law; Section H-Audit, Inspection and Access to Records; and Section I-Records Retention** of the Contract.

The following must be documented and shall be maintained in youth file for each participant, but are not limited to:

1. Eligibility Documentation:

- a. Name
  - b. Address
  - c. Birthdate/Age
  - d. Residency/citizenship/alien status/work authorization
  - e. Social Security Number
2. Work-Based Activities Documentation:
- a. Emergency Medical Treatment
  - b. Sign-In and Sign-Out Log
  - c. Timesheet
  - d. Summer Worksite Agreement
  - e. South Florida Workforce Grievance Procedure and Statewide Discrimination-Complaint Processing Information
  - f. Worksite Maturity Skills Evaluation
  - g. Authorization for Photography/Videos
  - h. Youth Employment Program Parent Consent
  - i. Authorization to Obtain Confidential Information & Permission for Release of Written Records and/or Information

## X. ADDITIONAL REQUIREMENTS

The Contractor is responsible for assuring that the RCL SYEP Guidelines, and the SFWIB Programmatic and Fiscal requirements and performance standards as set forth herein.

### A. Incident Reporting

1. The Contractor shall inform the SFWIB immediately should an incident, accident or injury occurs involving the youth.
2. The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE) as set forth in **Article III, Section P-Abuse, Neglect and Exploitation Incident Reporting** of the Contract.

## XI. METHOD OF PAYMENT

- A. The method of payment for services rendered under the Contract shall set forth in **Article IV, Section H-Monthly Invoicing** of this Contract.
- B. The amount payable to the Contractor shall not exceed **\$55,000.00** under this Contract. The award will cover the management of program services for the RCL's SYEP.

**CODE OF BUSINESS ETHICS AFFIDAVIT**

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County, as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County, as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: Carmen Carulla Sept. 13 2019  
Signature of Affiant Date

Carmen Carulla - Board President 5 / 9 - 2 / 8 / 5 / 1 / 7 / 1 / 3 /  
Printed Name of Affiant and Title Federal Employer Identification Number

Adults Mankind Organization, Inc.  
Printed Name of Firm  
11025 SW 84 Street, Cottage 11, Miami, 33173  
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 13<sup>th</sup> day of September, 2019

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

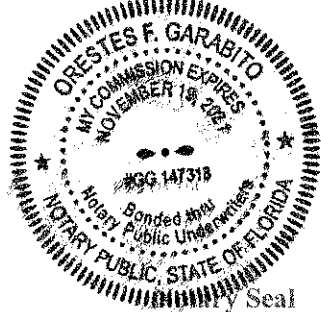
[Signature]  
Signature of Notary

GG147318.  
Serial Number

ORESTES F. GARABITO  
Print or Stamp Name of Notary

Nov 19, 2021  
Expiration Date

Notary Public – State of Florida



**ADMINISTRATIVE CHECKLIST FOR CONTRACT COMPLIANCE  
SELF-ASSESSMENT QUESTIONNAIRE**

**Program Year:** \_\_\_\_\_

**Agency's Fiscal Year Ending:** \_\_\_\_\_

**Agency name, address, e-mail, telephone and fax numbers:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This certification is to assure CareerSource South Florida (CSSF) that the contracted Agency has adequate administrative procedures in place to ensure that funds disbursed by CSSF will be safeguarded as outlined in the Office of Management and Budget (OMB) Circulars and the Code of Federal Regulations (CFR). This certification is not a waiver concerning Administrative, Programmatic, or Quality Assurance Monitoring. CSSF reserves the right to conduct on site monitoring of contracted Agencies, as it deems necessary.

Please answer all questions by checking off the applicable box. If you need to provide additional information or cannot respond to a question, please attach an explanation on a separate page or contact Dulce M. Quiñones, CFE, CFSA, FCWP-1, Contracts Compliance Supervisor, CSSF Office of Continuous Improvement (OCI) at (305) 929-1530.

A letter precedes each of the items in this questionnaire as follows:

**M =** Mandatory or required item denotes items that are the minimum standards and for which full compliance is required.

**R =** Recommended item or denotes best practice items that, while not required, are considered best practice in the administration of grants.

**Please provide a brief explanation on any negative response indicated.**



**Prior Assessments & Corrective Actions**

*Objective:*

*To determine the Agency's prior performance and its ability to implement new procedures as needed to improve management and meet contractual requirements.*

**M** – Review last year's assessments of the Agency's Administration and answer the following questions:

**M** - Were the prior assessment results shared with management?

Yes    No    N/A

**M** - Was A Corrective Action Plan submitted by the Agency?

Yes    No    N/A

**M** - Was the Corrective Action Plan submitted on time?

Yes    No    N/A

**M** - Were the proposed corrective actions acceptable to the funding agency?

Yes    No    N/A

**M** - Were the corrective actions implemented?

Yes    No    N/A

If Yes, when? \_\_\_\_\_

If No, please elaborate (attach additional pages as needed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**M** - Did the corrective actions implemented correct the problem(s)?

Yes    No    N/A

If No, please elaborate (attach additional pages as needed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**M** - Are there any findings, areas of concerns, or other issues that need to be revisited or reviewed during the current year?

Yes    No    N/A

If Yes, please elaborate (attach additional pages as needed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Comments:

\_\_\_\_\_  
\_\_\_\_\_

## Administration and Governance

### Board of Directors (BOD)

*Objective:*

*To determine the capabilities, cultural competency and involvement of the Agency's Board of Directors (BOD) to serve the target populations and that their procedures follow those recognized as best practice.*

**M** - Is there a complete and updated BOD list available? To be considered complete, the BOD list should include each member's position, field of expertise, direct contact information (address, phone, e-mail, and fax), gender, race, ethnicity, and expiration term of the position.  Yes  No  N/A

**R** - Does the membership of the BOD include expertise that would promote the proper operation of the Agency and further the goals of the program?  Yes  No  N/A  
 The BOD should include individuals with experience in administration, contracts, and fiscal management. In addition, the BOD should include individuals with experience in pursuing the program goals (i.e. physician for health programs, a teacher for training programs, or child development expert for Head Start Programs)

**R** - Is the BOD ethnically representative of the populations served by the Agency?  Yes  No  N/A

**R** - Does the Agency provide pre-service and in-service training to Board members?  Yes  No  N/A

**R** - Does the BOD have a well-developed structure (committees)?  Yes  No  N/A  
 List the active committees and names of the members

_____	_____
_____	_____
_____	_____
_____	_____

**R** - Does the Agency have a clearly defined Strategic Plan?  Yes  No  N/A

**R** - Does the BOD receive and review an Annual Report from the Agency's Staff?  Yes  No  N/A

Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_

### BOD Meetings, Minutes and Resolutions

*Objective:*

*To determine the level of involvement of the Board of Directors; and that their procedures follow those recognized as best practice.*

**R** - How often does the BOD meet? (Check one)

Full Board	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually	Yes	No	N/A
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-annually			
	<input type="checkbox"/> Other (specify) _____				
Executive Board	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually			
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-annually			
	<input type="checkbox"/> Other (specify) _____				
Committees	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually			
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-annually			
	<input type="checkbox"/> Other (specify) _____				

Please indicate the dates of the last three (3) BOD meetings:

\_\_\_\_\_

<b>M</b> - Are meeting minutes detailed and complete?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>R</b> - Do minutes indicate that budgetary, financial, and programmatic information is presented to the board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Does an authorized representative of the BOD sign the minutes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Are BOD resolutions properly executed and documented in the meeting minutes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Are BOD resolutions signed by an authorized BOD representative?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Comments:

<b>Agency Policies</b>	
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*Objective:*

*To ensure that the Agency has a set of policies that establish proper operating procedures and adherence to the law governing its operations. A well developed set of policies and procedures safeguard the Agency and its funders by clarifying expected behavior. These policies may be included in the employee manual.*

<b>M</b> - Does the Agency have a written Personnel Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Does the Agency have an Accounting Policy and Procedures Manual?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Does the Agency have a written Drug-Free Workplace Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Does the Agency have a written Equal Employment Opportunity Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Does the Agency have a written Florida Clean Indoor Air Act Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Does the Agency have a written Family and Medical Leave Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Does the Agency have written procedures to protect client confidentiality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Does the Agency have a written policy regarding Nepotism?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Does the Agency have clear policies addressing access to public records?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Does the Agency have an Affirmative Action policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
<b>M</b> - Does the Agency have written Client Grievance procedures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have written guidelines or a methodology to distribute incentive payments?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written Code of Ethics?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written policy regarding Conflict of Interest?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written Sexual & Unlawful Harassment Policy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>R</b> - Does the Agency have written emergency plans/procedures? (This may be a requirement for some funders)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written Health Insurance Portability and Accountability Act (HIPAA) Policy, to include information related to appropriate sanctions against workforce members who violate its privacy policies and procedures or the Privacy Rule?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written Policy related to Florida Statute 112.3187 - the Whistleblower's Act?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written Policy to include information related to the reporting knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adults?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Additional Comments:

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### Organizational Structure

*Objective:*

*Availability and familiarity with the Agency's By-Laws and Articles of Incorporation are considered best practices in the administration of a non-profit organization. In addition, a clear organizational chart provides an overview of the chain of command helpful both for the internal staff and outside reviewers.*

<b>M</b> - Is the Agency registered with the State of Florida Secretary of State?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Are the Agency's Articles of Incorporation available for review?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Are the Agency's By-Laws available for review?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>R</b> - Is there an organizational chart available that reflects the current organization of the Agency and provides clearly delineated chain-of-command?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>R</b> - Is there an organizational chart for the program(s) funded and does it provide a clearly delineated chain-of-command?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Additional Comments:

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**Client Participation**

*Objective:*  
To identify the Agency's efforts to involve the populations served in the operations of the agency and in the manner services are provided.

**R** - Does the Agency perform any Needs Assessment activities?  Yes  No  N/A

**R** - Does the Agency have a mechanism in place to monitor and respond to client comments and complaints in a systematic matter?  Yes  No  N/A

**R** - Does the Agency have procedures to involve the consumer in the decision making process? Check all that apply  Yes  No  N/A  
\_\_\_ Consumer representatives in BOD?  
\_\_\_ Community Advisory Board or Committee?  
\_\_\_ Consumer Evaluation Survey?  
\_\_\_ Other? Please explain:

Additional Comments:  
\_\_\_\_\_  
\_\_\_\_\_

**Personnel**

**General**

*Objectives:*  
These questions provide an overview of the capabilities of the Agency in managing human resources issues and establishing and following its own procedures as required by best practises.

**M** - Are the policies and procedures included in the Personnel Policy followed?  Yes  No  N/A

**M** - Does the Agency have established Job Qualifications that adhere to CSSF contractual requirements?  Yes  No  N/A

**M** - Are employee records securely stored (under lock & key)?  Yes  No  N/A

**M** - Are Equal Employment Opportunity, Worker's Compensation, Family and Medical Leave Act, Child Labor Act, Fair Labor Standard Act, Minimum Wage, Migrant Seasonal Workers Protection, E-Verify and other mandated or relevant posters conspicuously displayed by the agency?  Yes  No  N/A

**M** - Review staffing levels and current vacancies. Does the agency have problems with staff turnover?  Yes  No  N/A

If Yes, has the agency taken steps to resolve the issue?  Yes  No  N/A

Explain and provide documentation, if available, to document the Agency's efforts. (attach additional pages as needed)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Comments:  
\_\_\_\_\_  
\_\_\_\_\_

<b>Personnel/Employee File</b>	
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*Objective:*

*To ensure that the Agency properly documents how employees are screened for a particular position, how employees are informed of the policies governing their work and how they would be evaluated. In addition, these questions seek to determine the Agency's capability to maintain required documentation and abide by requirements regarding their staff such as testing, qualifications, licenses, and training.*

Select a random sample of employee files and review them to determine whether the following documentation is present and current. Note that Agencies that subcontract with individuals must keep similar files for the subcontracted individuals and those are to be reviewed following the same guidelines as personnel files.

<b>M</b> - Signed job application (resume is not sufficient) or subcontract detailing the scope of services to be provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Proof of education (copies of diplomas, degrees, and/or transcripts).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Required licenses and/or certifications (if applicable, they must be current).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Background screening (must be renewed according to program requirements). This may be required for some staff working with children or youth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Signed job description with performance standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Annual Performance/Employee Evaluation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - U.S. Citizenship and Immigration Services Form I-9.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Current W-4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Proof of achievement of required hours of training (i.e. Tier 1).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Proof of receipt of the Agency's Policy & Procedures by the employees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Drug-free workplace statement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>R</b> - Evidence of Health Insurance Portability and Accountability Act (HIPAA) training.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>R</b> - Evidence of Information Security Obligations training.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>R</b> - Evidence of Privacy Policies and Procedures training.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

<b>Payroll Records</b>	
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*Objective:*

*To determine if the Agency has appropriate procedures to track the payroll costs and that these coincide with those approved by the funding agency.*

<b>M</b> - Does staff, including management, document their work hours through a time sheet or punch clock?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Are time records signed by both the employee and/or the supervisor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
<b>M</b> - Payroll Registers:			
- Do they include staff name, salary, hours worked, payroll period, and deductions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Do they reflect employee's time allocation among programs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>M</b> - Personnel activity reports (PARs) or equivalent forms:			
- Reflect an after-the-fact determination of the actual activity of each employee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Account for the total activity for which employees are compensated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Completed at least monthly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If No, please explain. (attach additional pages as needed)

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<b>M</b> - Do employees' positions and salaries match the budget approved by the funding agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>M</b> - For employees charged to the program, does the recorded time worked matches time paid as reflected in the payroll register?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

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<b>Payroll Taxes</b>	
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*Objective:*  
*To ensure that the Agency is calculating and remitting all payroll taxes, including unemployment compensation, to the appropriate agencies in a timely manner.*

<b>M</b> - Are withholding and FICA taxes deposited on a timely basis and in accordance with payroll register data?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>M</b> - Was the Quarterly IRS Form #941 properly completed, submitted, and payroll taxes timely remitted to the regulatory agency? (Trace payment to bank statement)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>M</b> - Was the Quarterly Florida Form #UCT-6 properly completed, submitted and Unemployment Compensation taxes timely remitted to the regulatory agency? (Trace payment to bank statement)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>M</b> - Is the Yearly IRS Form #990 properly completed, submitted, and paid on time? (Trace payment to bank statement)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>M</b> - Were all Tax or Insurance payments made on time (by due date)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

If No above, were interest and penalties assessed against the agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

If interest and penalties were assessed, were these costs allocated to any public funding source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>Payroll Taxes</b>	
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- |                                                                                       |                                 |                                |                                 |
|---------------------------------------------------------------------------------------|---------------------------------|--------------------------------|---------------------------------|
| M - Are IRS W-2 Forms distributed in a timely manner to current and prior employees?  | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| M - Were the IRS 1090 Forms distributed in a timely manner to all contract employees? | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| M - Was the Social Security filing done in a timely manner?                           | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |

Additional Comments:

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<b>Other Personnel Related Payments</b>	
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*Objective: To ensure that fringe benefit payments are made in a timely manner that avoids penalties and ensures continued coverage and compliance with current regulations*

- |                                                                                                                                                                       |                                 |                                |                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|---------------------------------|
| M - Are payments to the following made in a timely manner?                                                                                                            |                                 |                                |                                 |
| - Health Insurance Provider                                                                                                                                           | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - Life Insurance Provider                                                                                                                                             | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - Dental Insurance Provider                                                                                                                                           | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - Vision Insurance Provider                                                                                                                                           | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - Other Insurance Provider(s). Please list: _____                                                                                                                     | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| M - If the Agency offers a retirement plan, are employee contributions and/or employer contribution deposited/submitted in a timely fashion?                          |                                 |                                |                                 |
|                                                                                                                                                                       | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| M - If the Agency offers a defined contribution retirement plan, and has at least 100 eligible (need not be participating) staff, was an audit of the plan completed? |                                 |                                |                                 |
|                                                                                                                                                                       | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |

Additional Comments:

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## Fiscal

<b>General</b>	
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*Objective:  
To obtain a picture of the Agency's overall fiscal capabilities.*

- |                                                                                                                                                                                                                                                                          |                                 |                                |                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|---------------------------------|
| M - Are internal policies and procedures as listed in the Agency's Accounting Policy and Procedures Manual followed? This can be established by interviewing staff to gauge familiarity with the manual or by choosing a sample of policies and testing adherence to it. | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| M - Review the distribution of fiscal duties (i.e. who approves the expense, who cuts the check, who mails the payment). Is the distribution of duties adequate to safeguard assets?                                                                                     | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| M - Chart of Accounts:                                                                                                                                                                                                                                                   |                                 |                                |                                 |
| - Does it include general ledger account codes, account descriptions and account status?                                                                                                                                                                                 | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - Does it support proper allocation by having revenue and expense categories                                                                                                                                                                                             | <input type="checkbox"/>        | <input type="checkbox"/>       | <input type="checkbox"/>        |



properly identified by program?	Yes	No	N/A
- Does it have an unallowable cost code to properly identify unallowable costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M - Indirect Cost.</b>			
- Is there a cost allocation plan in writing and is it representative of the allocation used?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M - Review the Agency's cost allocation plan for reasonableness (i.e. are the indirect costs charged to the program representative of the program's size as compared to others operated by the agency?). Is it in compliance with the Title 2 Code of Federal Regulations, Subpart F, and Appendix IV to Part 200?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Additional Comments:			

<b>Bank</b>			
<i>Objective:</i>			
<i>To ensure that the Agency has the appropriate cash flow to meet the needs of the program, that its management keeps abreast of the Agency's cash flow, and that it has taken steps to protect itself from fraudulent activities.</i>			
<b>M - Review bank statements to determine the cash flow position of the Agency.</b>			
- Do bank statements reflect returned checks due to insufficient funds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Do bank statements reflect a positive balance at the end of the month?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M - Are bank statements reconciled monthly?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M - Are adjustments properly documented and explained?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M - Do the preparer and the immediate supervisor sign the reconciliation?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M - Are checks pre-numbered?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>R - Do checks have an expiration date? To limit liability, it is recommended that check be marked with an expiration date, for example "Void after 90 days." (Some funders have guidelines and requirements as to what the valid period of a check may be.)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M - Does Agency have a policy for signing checks (i.e. checks in excess of x amount require two signatures)?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Note Agency's policy: _____	Yes	No	N/A
<b>R - Are blank checks and the specimen signature stamp stored securely (under lock and key)?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>R - Are voided checks mutilated in some manner (i.e. signature section removed, perforated)?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Additional Comments:			

**Journals & Ledgers***Objective:*

To ensure that the Agency has an accounting system that properly tracks all financial activities for the program.

**M** - Does the Accounting System include these major components:

- |                                                            |                                 |                                |                                 |
|------------------------------------------------------------|---------------------------------|--------------------------------|---------------------------------|
| - Cash Receipts Journal? (i.e. deposit log, receipts book) | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - Cash Disbursements Journal? (i.e. check register)        | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - Accounts Payable?                                        | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - Accounts Receivable?                                     | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - General Ledger?                                          | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |

**M** - Are entries to journals performed in a timely manner (approximately 30 days)?   
Yes   
No   
N/A

**M** - Are Receipts and Disbursements reconciled monthly with the General Ledger?   
Yes   
No   
N/A

**M** - Are adjustments properly documented and explained (journal entries)?   
Yes   
No   
N/A

Additional Comments:

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**Budget***Objective:*

To ensure that the Agency's expenditures match those approved by the funder and that the budget matches the needs of the program.

**M** - Does the Agency maintain an agency-wide budget by funding source and expenditure category?   
Yes   
No   
N/A

**R** - Does the Agency prepare a cash-flow analysis (expenditures vs. revenues) at least quarterly?   
Yes   
No   
N/A

**M** - Does the Agency prepare a Budget Variance Report or otherwise track expenditures versus budgeted amounts on a regular (not more than quarterly) basis?   
Yes   
No   
N/A

**M** - Do expenditure rates follow those expected from the budget approved by the funder?  
If No, can the Agency explain variances or is there a plan of action to reallocate resources?   
Yes   
No   
N/A

Additional Comments:

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**Accounts Payable***Objective:*

To ensure that payments are properly documented and that the Agency have procedures to protect its assets from unnecessary expenditures such as penalties and duplicate payments.

Select a random number of charges from the general ledger provided and test to

determine the following:

<b>R</b> – Are payments generated by an original invoice?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Do invoices detail the number of units, description, unit cost, and total?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Is payment approved by authorized staff/management?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Are invoices effectively cancelled to avoid duplicate payments? (i.e. marked "Paid")	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Do check and invoice amounts agree?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Are invoices paid in a timely manner? (i.e. within 30 days)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Are cancelled or imaged checks (front and back) available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – For Tax-exempt Agencies ONLY, Is the Agency paying Sales Taxes? If YES, is the Agency filing for Sales Tax refunds from the State Department of Revenue?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Comments:

<b>Petty Cash</b>	
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*Objective:*

*To ensure that cash expenditures are only used to meet small emergency needs and that the policies governing the petty cash are designed to safeguard the assets of the program and the Agency.*

<b>M</b> – Does the Agency use a petty cash fund for any program expenses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

If No or N/A, skip this section.

If Yes, review petty cash policies and procedures for the following:

– Is the petty cash fund balanced periodically?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Is petty cash used ONLY for small purchases (less than \$15)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Does Agency have a policy to perform "surprise" checks on the fund?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Is there documentation that such policy is implemented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Is the petty cash funding replenished ONLY by check?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Are the petty cash funds securely stored (under lock & key)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Are the expenses authorized and signed by a person other than the custodian or person receiving money?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Is documentation available to back up the expenditures of the petty cash funds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

**Documentation Protocols***Objective:*

To ensure that the Agency has policies in place to protect itself and its clients by safeguarding its documentation and storing it as required by law.

**M** – Does the Agency have a policy to maintain and store documentation as required by law and the individual funders?  Yes  No  N/A

Note that each program, funder, and the IRS have different storage requirements. In addition, fiscal documentation and client files may have different storage requirements under the same contract. When documents fall in more than one category, they must be stored for the longest period required.

**M** – Does the Agency have policies to safeguard client confidentiality?  Yes  No  N/A

**M** – Are hard copy files kept under lock and key?  Yes  No  N/A

Additional Comments:

**Electronic Recordkeeping**

**M** – Does the Agency have Electronic Recordkeeping Policies & Procedures?  Yes  No  N/A

**M** – Do Electronic Recordkeeping Policies & Procedures include a narrative of the system, location and media in which electronic records are maintained and retention requirements? (F.A.C. Rule 1B-26.003 – Electronic Recordkeeping)  Yes  No  N/A

**M** – Do the Agency's electronic recordkeeping systems meet state requirements for public access to records in accordance with F.S. 119 – Public Records and 501.171 – Security of Confidential Information?  Yes  No  N/A

**M** – Does the Agency back-up electronic records on a regular and consistent basis in accordance with F.A.C. Rule 1B-26.003 – Electronic Recordkeeping? Is it documented?  Yes  No  N/A

**M** – Are electronic records stored in accordance with F.A.C. Rule 1B-26.003 – Electronic Recordkeeping? (i.e. away from magnetic fields, including generators, elevators, transformers, loudspeakers, microphones, headphones, magnetic cabinet latches and magnetized tools)  Yes  No  N/A

**M** – Are electronic records labelled in accordance with F.A.C. Rule 1B-26.003 – Electronic Recordkeeping? (Should include at minimum: name of organizational unit responsible for the data, system title, special security requirements/restrictions on access and software used at time of creation.)  Yes  No  N/A

**M** – Are the users of electronic recordkeeping systems sufficiently trained in the operation, care, and handling of the equipment, software, and media used in the system?  Yes  No  N/A

**M** – Are the electronic records scheduled for destruction disposed of in a manner that ensures any information that is confidential or exempt from disclosure, including proprietary or security information cannot practicably be read or re-constructed?  Yes  No  N/A

**M** – Are computerized records password protected?     
 Yes No N/A

Additional Comments:

**Procurement**

*Objective:*  
 To ensure that materials and services purchased with grant funds are properly reviewed and approved and are utilized by the program incurring the expense. In addition, practices such as using products with recycled materials support socially desirable causes.

**M** – Does the Agency have written procurement policies (may be part of the Fiscal or Administrative Policy & Procedures manual), including emergency purchasing procedures?     
 Yes No N/A

**M** – Do the policies require written quotes for purchases?  
 Please specify the qualifying characteristic that, according to agency policies, triggers the need for written quotes (i.e. amount, type of equipment, sub-contract, etc.):     
 Yes No N/A

**M** – Do purchase orders clearly identify the program/center for which the purchase is being made?     
 Yes No N/A

**R** – Do purchases require the approval of management?     
 Yes No N/A

**M** – For State Contracts ONLY:  
 – Per Chapter 946, Florida Statutes, the Prison Rehabilitative Industries and Diversified Enterprises (PRIDE) is considered as a source of goods.     
 – Where possible, products or materials with recycled content is used.     
 – Small and Minority Businesses are utilized, when possible, as sources of materials, equipment construction, and services per section 287.0945, Florida Statutes.

Additional Comments:

**In-Kind Contributions**

*Objective:*  
 To identify the Agency's efforts in collaboration and ensuring that in-kind requirements for each funding source are met and do not conflict with each other.  
 To ensure that in-kind contributions are utilized in accordance with the intention of the contributor.

**M** – Does the Agency receive in-kind contributions?  
 If No or N/A, skip this section.     
 If Yes, review for the following: Yes No N/A

**M** – Does the Agency have procedures in place to record receipt of in-kind contributions (materials, services or cash)?     
 Yes No N/A

**M** – Are in-kind contributions properly allocated to the program for which they are made?     
 Yes No N/A

**M** – Are in-kind contributions utilized in accordance with the intent of the contributor?     
 Yes No N/A

**M** – Are contributions reasonably valued?

	Yes	No	N/A
<b>M</b> – Are in-kind contributions reported to funders appropriately and accurately?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Are the procedures utilized by the Agency sufficient to ensure that contributions are only reported once?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

<b>Travel Expenses</b>	
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*Objective:*

*To ensure that travel expenses are properly reviewed and approved and that reimbursement procedures comply with best practices and single audit requirements.*

<b>M</b> – Does the Agency have policies and procedures in reference to staff travel?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Does out-of-town travel require prior approval by appropriate management staff and funding source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Are travel expense reimbursement requests properly documented with original invoices, boarding passes, receipts, maps, and other documentation as applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Is the Agency using appropriate rates for items that have a fixed reimbursement rate such as per diem or mileage rates?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Do forms used to claim local travel reimbursement provide at least the following:			
– Odometer reading for trip starts and finish.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Destination (including name and address)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Purpose/Reason	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Statement signed by employee that report is true and accurate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Supervisor approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Is the agency following the Department of Economic Opportunities (DEO) State Travel Manual dated 9/26/11?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

<b>Program Revenues</b>	
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*Objective:*

*To ensure that revenues generated through the program are properly managed and re-invested in a manner consistent with the intent of the funder.*

<b>M</b> – Does this program generate revenues? If No or N/A, skip this section.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
If Yes, review procedures to determine the following:			
– Does the Agency have procedures for collection of such revenue (i.e. fees, interests)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Are revenues promptly deposited in the bank account of the program (within 48 hours)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Does the Agency prepare a periodic (monthly or quarterly) revenue flow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

report?	Yes	No	N/A
- Are these revenues re-invested in program activities or otherwise expended as allowed by the program funder?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>R</b> - Does the agency reconcile reimbursements received from funders against the amounts billed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

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<b>Property</b>
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*Objective:*  
*To ensure that the Agency properly documents, tracks, and safeguards the fixed assets purchased with public funds.*

Perform only if the Agency has been funded, in current or prior funding cycles, for fixed assets such as equipment, building, or building improvements. This test includes fixed price contracts where rates were based on calculations that included capital expenditures.

<b>M</b> - Does the fixed asset register include the following information and is signed and dated by the preparer:			
- Description of the equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Manufacturer's serial number, model number, or other identification number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Acquisition date and unit acquisition cost	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Funding source that holds the title	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Location and condition of the equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Custodian of the equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Disposition data, including date and method of disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Is a physical inventory taken and recorded on an annual basis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Are property records reconciled to the General Ledger at least once annually?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Perform a physical inventory of a sample drawn from the fixed assets register. Do they agree? Note any discrepancies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Are fixed assets being used in accordance with funding intent?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Are fixed assets paid for by the funders paid in full and free from liens?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Do disposal procedures include prior approval from funder?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Were fixed assets purchased within the contract period in which they were approved / funded?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> - Does the agency have a written fixed assets policies and procedures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

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<b>Property</b>	
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<b>Sub-Contractors</b>	
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*Objective:*

*To ensure that payments made to subcontractors and consultants are properly documented and supported by properly executed contracts and/or agreements. To ensure that work performed by agents outside the Agency meet the needs of the program and the intent of the funders.*

Perform only if there are sub-contracts in place being paid with funding from the current contract year.

**Note:** Reviewer should differentiate between subcontracts for indirect and direct services (i.e. equipment maintenance versus medical treatment) in reviewing the following:

<b>M</b> – Are sub-contracts allowed under this funding? Some funding sources do not allow the use of sub-contracts to deliver direct services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Was the sub-contract submitted to the funding source for approval prior to entering into the contract if required?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Do authorized individuals from both the Agency and the sub-contractor sign the sub-contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Does the sub-contract include specific details regarding the scope of work and the payment method?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>R</b> – Is the sub-contract subject to annual renewal?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Are sub-contractors required to carry liability insurance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Does the sub-contract include language to allow the termination of the same before its expiration? It should include, at a minimum, language that allows termination due to lack of performance by the sub-contractor or due to funding cuts or termination.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Does the sub-contract contain all clauses and provisions required by the program regarding record retention, privacy, access to records, and others? This test applies mostly to sub-contracts for direct services to clients/customers.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Additional Comments:

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<b>Licenses &amp; Accreditation</b>	
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*Objective:*

*To ensure that the Agency has received the appropriate licenses and such to meet the needs of the program and comply with local, state, and federal statutes.*

<b>M</b> – Are occupational licenses current and appropriate for the use?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Do inspection reports show any areas of concern or non-compliance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If Yes, has the Agency taken steps to correct these areas?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If No, please elaborate: _____			
<b>M</b> – If the services offered require special operational licenses, are they current and appropriate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Required Licenses:			
_____ Expiration _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
_____ Expiration _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A



\_\_\_\_\_ Expiration \_\_\_\_\_  Yes  No  N/A

\_\_\_\_\_ Expiration \_\_\_\_\_  Yes  No  N/A

Additional Comments:

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**Insurance**

*Objective:*

*To ensure that the Agency has adequate insurance to cover its risk exposure in a manner that ensures continued operations regardless of lawsuits or catastrophes.*

**M** – Review the Agency’s Accord Form to determine which policies are in place. The Agency should have the following:

- Commercial General Liability - Company Rating: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_  Yes  No  N/A
- Property (only if capital equipment exists) - Company Rating: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_  Yes  No  N/A
- Worker’s Compensation - Company Rating: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_  Yes  No  N/A
- Automobile Liability - Company Rating: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_  Yes  No  N/A
- Professional Liability Insurance - Company Rating: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_  Yes  No  N/A
- Director’s & Officers - Company Rating: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_  Yes  No  N/A
- Fidelity Bond - Company Rating: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_  Yes  No  N/A

Additional Comments:

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**Credit Card Transactions**

*Objective:*

*To ensure that the policies governing the use of corporate credit cards are designed to safeguard the assets of the program and the Agency and not used to circumvent normal purchasing policies.*

Complete this section if corporate credit cards have been issued in the Agency’s name:

- M** – Does the Agency perform monthly account reconciliation for all credit card accounts?  Yes  No  N/A
- M** – Are original receipts attached to the statement?  Yes  No  N/A
- M** – Review the number, size, and type of transactions. Are they reasonable and do not circumvent normal purchasing policies and controls?  Yes  No  N/A
- M** – Does the Agency have a written agreement with employees who are issued a corporate credit card? If Yes, answer the following:  Yes  No  N/A

<b>Credit Card Transactions</b>			
- Does the agreement require the employee to submit original receipts for expenses charged to the card?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Does the agreement require that the employee return the card at the end of employment or at any time prior to separation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Does the agreement include provisions to ensure that employees pay for personal items or other non-allowable expenses charged to the credit card?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Does the Agency maintain a list of who has been issued credit cards and their corresponding credit card number?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Are corporate credit cards that are loaned to employees controlled through a log or some other mechanism, indicating date loaned, person’s name, purchase amount, and description, and date returned.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Does the agency have written credit card policies and procedures governing the credit cards? If applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Additional Comments:			

**DECLARATIONS - TO BE COMPLETED BY ALL CONTRACTORS**

1. Please provide a complete accounting of all transactions of business completed during the past twelve (12) months between your Agency and other entities or businesses owned or controlled by members of the Board of Directors and / or senior management. Please provide copies of representative invoices for these transactions and describe what steps were taken to ensure that the amounts paid were reasonable and competitive.

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2. Are there any Board Members employed by any business or entity that has conducted any financial transactions with your Agency during the past twelve (12) months? If so, please provide an accounting and copies of representative invoices for these transactions; also explain what steps were taken to assure that the amounts paid were reasonable.

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3. Please list all civil litigation pending against your Agency. If applicable, include a statement as to the amount of each claim, and whether the potential loss would be covered by insurance.

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4. Are any amounts or reports due to the Internal Revenue Service (IRS) and/or the State of Florida that have not been paid or filed? Specify amounts, reports, and due dates.

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5. Please list all persons and their titles currently authorized to sign contract(s) with CSSF on behalf of your Agency.

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6. Please list your independent auditor, contact person, office address, telephone, fax number, and e-mail address.

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**7.** Has there been any change in structure / operations of your Agency over the past year? If yes, please describe in detail.

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**8.** Has there been staff turnover in key positions? If yes, what are the affected positions and reasons for the turnover?

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**9.** Has there been any client grievances / complaints filed against your Agency? If yes, what was the nature of the grievances, dates, and other pertinent information? Explain in detail.

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**10.** Do you operate satellite sites? If so, how many locations? Is the management of the satellite offices decentralized or centralized?

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**CERTIFICATION:**

**I hereby certify that the answers provided in this self-assessment document are true and accurate to the best of my knowledge. I understand that falsification or misrepresentation of any form on any question is considered a breach of contract, which may lead to the immediate termination of all contracts with CSSF.**

\_\_\_\_\_  
Signature – President/Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name – President/Executive Director

\_\_\_\_\_  
Signature - Chairperson of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name - Chairperson of the Board

\_\_\_\_\_  
Signature - Controller/Fiscal Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name - Controller/Fiscal Director

Revised date: 6/29/17

## ATTACHMENT A

### **LIST OF DOCUMENTS TO BE PROVIDED FOR ADMINISTRATIVE DESK REVIEW**

1. Most recent independent audit and Management Letter, if applicable. If already submitted to CSSF, please provide date submitted \_\_\_\_\_.
2. Most recent financial reports to management to include:
  - a. Current chart of accounts
  - b. Trial balance
  - c. Balance sheet
  - d. Income statement
  - e. Expenditure report
  - f. Budget variance report
  - g. Aging schedule of accounts receivable and payable
  - h. Agency-wide operating budget for Program year 18-19
  - i. Fixed assets trial balance.
  - j. The most recent agency-wide general ledger and the two preceding months.
3. Minutes of the three (3) most recent board, finance committee, or any other committee meetings.
4. The two (2) most recent Employer's Quarterly Federal Tax Return submitted to the IRS (Form 941) and the Florida Department of Revenue Employer's Quarterly Report submitted to the State of Florida (Form RT-6), as well as copies of supporting documentation evidencing the deposit of payroll taxes and payment of Unemployment Compensation taxes.
5. A copy of check registers for each bank account for the most recent three (3) month period.
6. Complete copies of the bank statements and corresponding reconciliations for each account for the most recent three (3) month period.
7. Complete copies of the corporate credit card statements for each account for the most recent three (3) month period, if applicable.
8. Payroll registers for the last two (2) pay periods.
9. Cost Allocation Plan and Indirect Cost Rate Agreement, if applicable.
10. An employee roster that includes positions, titles, professional licenses / certifications, assigned departments, and percentage allocated, if applicable.
11. A current roster listing the members of the Board of Directors, to include position, addresses, telephone numbers, e-mail addresses, fax number, gender, race, ethnicity and term expiration.
12. Copies of any Subcontractor or Professional Agreements, whose costs have been charged in whole or in part, directly or indirectly, to CSSF funds.
13. Copies of current leases.
14. If program income was earned, please provide the allocation of the revenue to program funds or its disposition.

Note: If any item above is not applicable, please mark "N/A" next to the item and briefly explain why it is not applicable to the Agency.

## DEFINITIONS

**Administrative Cost:** Costs that are associated with the overall management and administration of the program and are not related to the provisions of services to participants.

**Adult Basic Education:** Adult Basic Education (ABE) programs serve individuals whose skills are less than ninth-grade-level or who have limited English proficiency. ABE Programs offer help with reading, writing, math, ESL, and other skills that can be used in the workforce.

**Adult Education:** Services or instruction below post-secondary level for students who (a) have attained 16 years of age; (b) are not enrolled or required to be enrolled in secondary school under State law; and (c) (1) lack sufficient mastery of basic educational skills to enable the learners to function effectively in society; (2) do not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or (3) are unable to speak, read, or write the English language.

**Adult Mentoring:** The process of matching an adult advisor with a youth participant in order to assist the youth in successfully completing services for a minimum duration of twelve (12) months. The role of a mentor may also include assisting the youth in transitioning into employment with the ultimate aim of job retention. It is one of the fourteen required youth program elements.

**Advanced Training:** An occupational skills employment/training program, not funded under Title I of the WIOA, which does not duplicate training received under Title I. Includes only training outside of the One-Stop system (WIOA and partners), i.e., training following exit.

**Aging Out of Foster Care:** Youth aging out of foster care are those individuals that at age 18, are no longer eligible for adult supervised care.

**Alien:** A foreign-born person who has not qualified as a citizen of the country. Aliens may be residents or non-residents of the United States.

**Allowable Costs:** Those costs which are necessary, reasonable and allowable under applicable Federal, state and local law for the proper administration and performance of the services to be provided under this Contract. The Contractor payments or reimbursements under this Contract are for allowable costs only.

**Alternative Education:** A student need based school or program that is an alternative to the school in which the student would normally attend.

**Amendment:** See Modification.

**Applicant:** Applicants are those persons seeking services under the youth program, who have filed a completed application and for whom a formal eligibility determination was made, where applicable.

**Apprenticeship Training:** A formal process by which individuals learn their jobs through a combination of classroom instruction and On-the-Job Training (OJT) from a skilled expert in their specific job.

**Assessment:** The process of evaluating a participant to determine basic academic skills, work and job readiness skills, computer literacy, career interests and aptitudes, personal strengths and challenges and support service needs. Also, the process of gathering, combining and evaluating a variety of information used to make a career or employment related decision with a participant. The goal is to accurately evaluate the youth in order to develop an appropriate service strategy to meet the individual needs.

**Audit:** A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Contractor's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with.

**Background Screening:** Search of an individual's criminal records. A background check may include the search of driving records, former employer references, and character references. Background screenings shall comply with all

applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel.

**Barriers to Employment:** A physical condition or personal situation that make it hard to find or keep a job. Any demonstrated characteristics of a youth that interferes with his/her ability to participate in the labor market arena or prohibits their opportunities for employment and/or promotion.

**Basic Skills:** Essential academic and personal abilities that enable a person to succeed in school and the workplace. Traditional referred to as basic education skills - reading, writing, and arithmetic. In recent years, educators and employers have expanded the definition to include a number of cognitive and interpersonal abilities, including the capability to think and solve problems, communicate information in oral, written, and electronic forms, work effectively alone and in teams, and take personal responsibility for self-development. Individuals with the *lowest* skill levels for services to adults (16 and over) with limited basic skills.

**Basic Skills Deficient:** An individual who computes or solves problems, reads, writes, or speaks English at or below the eighth grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family or in society. Also, an individual who has English reading, writing, or computing skills at or below the 8<sup>th</sup> grade level on a generally accepted standardized test and is unable to compute or solve problems, or read, write or speak English, at a level necessary to function, in the individual's family, or in society.

**Basic Skills Goal:** A goal that once attained will demonstrate a measurable increase in basic education skills that include reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning, and the capacity to use these skills.

**Below Grade Level:** Educational attainment that is one or more grade levels or credits below the grade level appropriate to the age of the individual.

**Business Day:** A regular workday, Monday through Friday, from 8:00 a.m. to 5:00 p.m. local time in Miami, Florida other than Saturday, Sunday, or a holiday recognized by the SFWIB.

**CareerSource centers:** Florida's One-Stop centers. The cornerstone of the workforce system, a center that delivers unified training, education, and employment programs and services into a single, customer-friendly system within each community.

**Career Counseling:** The process of increasing a youth's awareness and understanding of the relationship between the youth's interests, aptitudes, current skill level and knowledge and the range and requirements of career options that are available to the youth.

**Career Exploration:** Career exploration is designed to provide some in-depth exposure to career options. Activities may include identifying potential careers through the study of career opportunities in particular fields, job shadowing and internships and other work experiences, career fairs, field trips to employer's place of business and review of local labor market information.

**Career Exposure:** Activities that provide actual work experience connecting classroom learning to work.

**Career Ladder:** A group of related jobs or occupations linked together by common or complementary skills that provide workers with career advancement opportunities and employers with a pipeline of trainable employees.

**Career Pathways:** A combination of rigorous and high-quality education, training, aligns with the skill needs of industries in the economy of the State or regional economy, counseling to support an individual in achieving the individual's education and career goals, organizes education, training and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable, helps an individual enter or advance within a specific occupation or occupational. A clear sequence, or *pathway*, of education coursework and/or training credentials aligned with employer-validated work readiness standards and competencies that allow workers to advance to increasingly higher levels of education and employment. Career pathways provide a framework for weaving together basic and post-secondary education and workforce training, including adult education, job-training, and college programs, that currently are separated into silos, and connecting those services to employers' workforce needs.



**Career Planner:** One-on-one assistance and career counseling, Individual Employment Plans jointly developed by the participant to identify job search goals and needed services. Merged core services and intensive services with no service sequence to most effectively serve participants to ensure access to necessary workforce innovation opportunity activities and support and completion of the program.

**Career Planning:** Structured exercise undertaken to identify one's objectives, marketable skills, strengths and weakness.

**Certificate:** A certificate is a document that is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. Certificates are awarded a state educational agency or a state agency responsible for administering vocational and technical education within a state, an institution of higher education described in section 102 of the Higher Education Act, a professional, industry or employer organization using a valid and reliable assessment of an individual's knowledge, skills and abilities, a registered apprenticeship program, Job Corps centers that issue certificates, a public regulatory agency, i.e., FAA certification, state certified asbestos inspector.

**Case Management:** The provision of a client-oriented approach in the delivery of services, designed to prepare and coordinate comprehensive educational and employment plans for participants to ensure access to necessary workforce investment activities and support services and successful completion of the program.

**Citizen, U.S.:** All persons born in the United States, or whose parents are U.S. Citizens, or who have been naturalized by the U.S. Government.

**Classroom Training:** Academic and/or occupational training conducted in an institutional setting.

**Code of Federal Regulations (CFR):** A codification of general and permanent rules/regulations that have been compiled by the Office of the Federal Register and is divided into fifty (50) titles, which cover broad areas subject to Federal regulation.

**Co-Enrollment:** The state of being a participant in two or more programs at the same time period.

**Collaboration:** A mutually beneficial alliance of groups/agencies that come together to achieve common goals.

**Community Based Organization (CBO):** A non-profit organization that originates and is developed locally to serve the needs of the community in which it is based. Services provided are varied and can include health, education, housing, and employment training. A Community Based Organizations is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce investment.

**Competency:** A performance standard to be attained in a specific area. Each area has an established set of competencies participants are to attain to meet the certification requirements for each activity in which they are enrolled.

**Competency-Based Education:** An outcomes-oriented approach in which student mastery of learning outcomes is assessed and certified through observational methods, such as task performance, exams, demonstrations, or other direct measures of proficiency. Credentials are awarded based on the mastery of specific competencies as demonstrated through performance-based assessments.

**Comprehensive Guidance and Counseling Services:** Comprehensive Guidance and Counseling Services provide individualized counseling to participants, which includes, substance and alcohol abuse counseling mental health counseling and referral to partner programs, as appropriate.

**Computer:** An internally programmed, automatic device that performs data processing. Refers to the desktop and laptop computers that most people use. When referring to a desktop model, the term "computer" as used herein refers to the motherboard, CPU, memory (or RAM), hard drive, video card, monitor, keyboard, mouse, and all other components attached and/or contained within the case.

**Computing Devices:** Machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information (2 CFR Part 200.20).

**Contextualized Learning Strategies:** Instruction that embeds traditional academic content (e.g., reading, writing, mathematics) within a context that is meaningful to students' daily lives and/or interests; real-world experiences are integrated into the curriculum, and knowledge, skills, and abilities are developed in the context in which they will be used.

**Continuous Improvement:** Commitment to improving performance using a team approach to decision-making using systematic collection and analysis of performance data.

**Contract Management:** Includes activities that provide reasonable assurance that the contractor complies with the terms, conditions and other performance requirements of the contract; includes the monitoring and analysis of information to determine if performance is consistent with the contract provisions.

**Contractor:** The organization that enters into a contract with the SFWIB.

**Cost Allocation Plan:** A plan that identifies and distributes the cost of services, departments and/or functions according to benefits received. It is a means to substantiate and support how shared costs of a program are charged to a particular cost category.

**Cost Reimbursement Contract:** This is an agreement format that provides for the reimbursement of all allowable costs that have been identified and approved in the contract budget; contractors must maintain documentation sufficient to support the costs. This contract provide for payment of allowable incurred costs, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at its own risk) without the approval of the contracting officer.

**Credential:** A credential is defined as a nationally recognized degree or certificate or state/locally recognized degree or certificate. Credentials include, but are not limited to a high school diploma, GED or other recognized equivalents, post-secondary degrees/certificates, industry recognized skill certificates and licensure or other industry recognized certificates. State recognized or regulated licenses or certificates shall also be included covering positions such as nursing, cosmetology, teaching, police or corrections as well as a wide variety of other positions and skill sets.

**Credential Attainment:** The percentage of those participants enrolled in an education or training program (excluding those in On-the-Job Training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.

**Credential Rate:** The number of older youth who exit and are employed, enrolled in post-secondary education or advanced training in the first quarter after exit and received a credential by the end of the third quarter after exit divided by the number of youth who exit during the same period. Credentials can be obtained while a person is still participating in services and up to a year following exit.

**Customer Satisfaction:** This measure is designed to assess the level of satisfaction experienced by customers who participate in the SFWIB program.

**Data:** A representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions. Data may be in any form, in storage media or stored in the memory of the computer or in transit or presented on a display device.

**Data Collection:** The collection and recording of information pertinent to the contract, including but not limited to participant and employer demographics, services and outcome data information.

**Data in Transit:** Data being transferred via the following, but not limited to, networks (e.g. the Internet), mobile telephones, wireless microphones, wireless intercom systems, Bluetooth devices, etc.

**Data Storage:** The act of saving electronic, audio/visual, oral, and written information to an electronic or conventional location for archival purposes.

**Data Transmission:** The act of sending electronic, audio/visual, oral, and written information to a specified location(s).

**Date of Participation:** Represents the first day, following a determination of eligibility, that the participant begins receiving a service funded by the program.

**Department of Children and Families (DCF):** The Florida state agency that provides various social services to assist groups including the following: Children, Adults, Refugees, the Homeless, Disabled individuals, the Elderly and Domestic Violence/Human Trafficking Victims.

**Department of Economic Opportunity (DEO):** The Florida State agency that administers funds and programs from the U. S. Department of Labor and Health and Human Services.

**Dependent:** One who relies upon another person for support.

**Diploma or Equivalent:** Number of younger youth who attained secondary school diploma or equivalent by the end of the first quarter after exit divided by the number of younger youth who exit during the same period (except for those still remaining in secondary school at exit). Youth ages 14-18 Diplomas or Equivalent Attainment Rate – This measure monitors the total number of participants who enter the WIOA youth program, receive services prior to the age of 19 and obtain a diploma.

**Disabled Youth:** A youth who has a physical (motion, vision, hearing), emotional/behavior disorder (including substance abuse) or mental (learning or developmental) impairment which substantially limits the youth's major life activities or has a record of such impairment, or is regarded as having such an impairment, but which does not result in substantial impediment to employment. Or, the youth may have a disability, which is an impediment to employment.

**Disabilities:** The 1990 Americans with Disabilities Act defines individuals with disabilities as including any individual who: (1) has a physical or mental impairment that substantially limits one or more of the major life activities of that individual; (2) has a record of an impairment described in paragraph (1); or (3) is regarded as having an impairment described in paragraph (1). This definition includes any individual who has been evaluated under Part B of the Individuals with Disabilities Education Act and determined to be an individual with a disability who is in need of special education and related services; and any individual who is considered disabled under section 504 of the Rehabilitation Act of 1973. At the secondary level, counts of disabled students are typically based on whether a student has an Individualized Education Plan (IEP). At the postsecondary level, counts of disabled students are typically based on student self-reports of disabling conditions.

**Documentation:** The physical evidence that is obtained during the verification process, including written confirmation by an authorized agency or organization of one or more WIOA eligibility criteria, and which reflects the individual's status as of the date of registration for such eligibility criteria. Such evidence would be hard copies of documents, completed telephone/documents inspection forms and signed self-certification statement.

**DUNS:** "Data Universal Numbering System (DUNS) number", means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

**Earning Gains:** A performance measure that is used to monitor the average gain in earnings of WIOA youth participants age 19-24 after entering employment. Of those older youth who are employed in the first quarter after exit and who are not enrolled in post-secondary education or advanced training in the third quarter after exit. Total post-program earnings minus pre-program earnings divided by the number of older youth who exit during the same period.

**Economically Disadvantaged:** An individual who received an income, or is a member of family that received a total of family income, that, in relation to family size, does not exceed the higher of the poverty line; or seventy percent (70%) of the lower living standard income level.

**Educational Functioning Level:** The six Adult Basic Education (ABE) and six English as a Second Language (ESL) levels describe sets of skills and competencies that participants entering at that level demonstrate in the areas of reading, writing, numeracy, speaking, listening, functional and workplace skills. Participants are placed in levels based on their performance on standardized tests.

**Educational Gain:** An increase in the educational functioning level of an individual as evidenced by the score attained in a post-test as compared to the score attained in a pre-test administered at entry into the program.

**Electronic Data Systems:** See Information Technology Systems.

**Eligible Provider:** The term “eligible provider”, used with respect to: 1) Training services, means an organization, such as a public or private college and university, or community-based organization whose application has been approved for the State list of training services as identified under section 122 (e) (3) of the Act; 2) Intensive services, means a provider who is identified or awarded a contract as described under section 134 (d) (3) (B) of the Act; 3) Youth activities, means a provider who is awarded a grant or a contract under section 123 of the Act; or 4) Other workforce investment activities, means a public or private entity selected to be responsible for such activities, such as a one-stop operator designated or certified under section 121 (d) of the Act.

**Eligible Training Provider List (ETPL):** A statewide collection of providers that are approved to give services through the One-Stop system. These lists contain consumer information, including cost and performance information for each of the providers, so that participants can make informed choices on where to use their Individual Training Accounts.

**Employment and Training Administration (ETA):** Department of Labor (DOL)-Employment and Training Administration, the part of DOL with direct responsibility for WIOA programs.

**Eligibility:** The process used to obtain information about an applicant’s eligibility status at the time of registration and to identify and evaluate information, which are necessary for the participant’s eligibility determination for WIOA and/or TANF services. At the time of enrollment, a participant must be a legal U.S. resident, between the ages of 14 through 24. If the participant is a male and 18 or older, he must also be registered with the Selective Service.

**Emancipated Minor/Youth:** A youth, age 16-17, whose parents have entirely surrendered the right to the care, custody and earnings of such minor, no longer are under any duty to support or maintain such minor, and/or have made no provision for the support of such minor.

**Employ Miami-Dade (EMD)/Employ Monroe (EM):** Formerly Employ Florida (EF). EMD/EM is a powerful on-line labor exchange tool which connects employers to jobseekers while providing access to workforce tools, resources and local workforce experts. The site offers job listings posted by CareerSource centers or employment providers and also uses “spidering” technology to capture openings from recruiting pages of company websites throughout the state.

**Employability Skills:** Also referred to as Job Readiness Skills, Soft Skills, or Work Readiness Skills; a set of skills and behaviors that are necessary for any job such as, social competence, job seeking and interview skills, workplace norms, conflict resolution, and communication skills, to name a few.

**Employed at Participation:** An individual employed at the date of participation is one who: did any work at all as a paid employee on the date participation occurs (except the individual is not considered employed if: a) he/she has received a notice of termination of employment or the employer has issued a Worker Adjustment and Retraining Notification (WARN) or other notice that the facility or enterprise will close, or b) he/she is a transitioning service member; did any work at all in his/her own business, profession, or farm; worked 15 hours or more as an unpaid worker in an enterprise operated by a member of the family; or was not working, but has a job or business from which he/she was temporarily absent because of illness, bad weather, vacation, labor-management dispute, or personal reasons, regardless of whether paid by the employer for time off, and regardless of whether seeking another job.

**Employed in Quarter after Exit:** An individual is considered employed if Unemployment Insurance (UI) wage records for the quarter after exit show earnings greater than zero. UI wage records will be the primary data source for tracking employment in the quarter after exit. When supplemental data sources are used, individuals should be counted as employed if, in the calendar quarter after exit, they did any work at all as a paid employee.

**Enrollee/Eligible Youth:** A youth who has been deemed eligible and is formally enrolled in the youth program. An individual who is not less than age 14 and not more than age 24, low-income, with one or more of the following categories: deficient in basic literacy skills, a school dropout, homeless, a runaway, or a foster child, pregnant or a parent and/or an offender.

**English Language Learner:** An individual who has limited ability in reading, writing, speaking, or comprehending the English language, and (1) whose native language is a language other than English; or (2) who lives in a family or community environment where a language other than English is the dominant language (often capitalized as English Language Learner or abbreviated to ELL).

**Enrollment Date:** The point at which the administrative registration process is completed and the first service commences. The first service could be an individual assessment and the development of an individual service strategy. The date on which an individual began to receive program services after initial screening for eligibility and suitability.

**Entrepreneurial Skills Training:** Entrepreneurial Skills Training provides the basics of starting and operating a small business. This training helps youth develop the skills associated with entrepreneurship and the gig economy, such as the ability to take initiative, creatively seek out and identify business opportunities, develop budgets and forecast resource needs, understand various options for acquiring capital and the trade-offs associated with each option, and communicate effectively and market oneself and one's ideas.

**Evaluation:** A systematic and organized review of gathered documentation, details, evidence and other information to determine the validity, accuracy, standing and merits and/or deficiencies of its content.

**Exclusions:** Participants who exit from services because they are incarcerated, institutionalized, deceased, or have a family care/health/medical condition that prevents them from participating in services, are relocated to a mandated program; or are a reservist called to active duty should be excluded from the performance measures for their appropriate funding stream as well as the customer satisfaction surveys.

**Exit:** Determined as follows: a participant who has a date of case closure, completion or known exit from WIOA funded or non-WIOA funded partner services within the quarter (hard exit) or a participant who does not receive any WIOA funded or non-WIOA funded partner services for ninety days and is not scheduled for future services except follow-up services (soft exit). The separation of a participant exiting the youth programs, which can either, be a positive or negative exit. This individual is no longer receiving employment, training or services funded under WIOA.

**Exit Date:** The last date of which WIOA funds or partner services are received by a participant, excluding follow-up services. For so-called "soft exits", date of exit is the last day of actual services and not the date of the end of the 90 day period of inactivity.

**Exit Quarter:** Represents the calendar quarter in which the date of exit is recorded for the participant. Quarter in which the last date of service (except follow-up services) takes place.

**Faith Based Organization (FBO):** Organization whose founding, governance, or membership is derived from a religious institution or religiously-affiliated entity.

**Family:** The term "family" means two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following categories:

- A husband, wife and dependent children;
- A parent or guardian and dependent children;
- A husband and wife.

For purposes of this definition:

- A step-child or a step-parent is considered to be related by marriage;
- One or more persons not living in the single residence but who are claimed as a dependent on the family's most recent federal income tax return will be presumed to be, unless otherwise demonstrated, a member of the family.

**Family Income:** All income received by all members of the family during the six-month period prior to application/registration, annualized by multiplying the six-month income by two (6 month income x 2). The composition of the family is determined as of the date of the application/registration. Therefore, the income of prior family members who may have comprised part of the family during the past six months, but are no longer members of the household (i.e., divorced, separated or deceased spouse, or other family member) would not be counted for income determination

purposes. Only the income of members of the current family should be counted and applied against the current family size.

**Family of One:** The following may be considered a family of one for the purpose of determining eligibility: An adult or youth with a physical, mental, learning, or emotional/behavioral disability. (This includes substance abuse. The disability must be documented if pertinent to eligibility).

- An individual 14 years of age or older not living with his/her family and receiving less than fifty percent (50%) of his/her maintenance from the family.
- An individual 18 years of age or older living with his/her family who received less than fifty percent (50%) of his/her maintenance from the family and is not the principal earner nor the spouse of the principal.

**Family Size:** The maximum number of family members during the income determination period. For a separated or divorced applicant, income shall be pro-rated depending on the length of time during the last six months the applicant lived with the other wage earner. The "actual" family size is the actual number of members in the family without regard to an eligibility test. The "eligible" family size refers to the number in the family for income eligibility purposes. For instance, a disabled child living with his or her parents can be considered a "family of one" under current guidelines.

**Financial Literacy:** Supporting the ability of participants to create household decisions budgets initiate savings plans and make informed financial about education, retirement, homeownership wealth building other savings goals. Supporting the ability to manage spending, credit and debt, including credit card debt, effectively, increasing awareness of the availability and significance of credit reports and credit scores in obtaining credit, including determining their accuracy (how to correct inaccuracies in the reports and scores) and their effect on credit terms supporting the ability to understand, evaluate and compare financial products, services and opportunities and supporting activities that address the particular financial literacy providing the support through the development, distribution of multilingual financial literacy and education material.

**Five Percent (5%) Exception:** Up to five percent (5%) of youth participants served by youth programs may be individuals who do not meet the income criterion for eligible youth provided that they are within one or more of the following categories: school dropout, basic skills deficient, one or more grade levels below the grade level appropriate to the individual's ages, pregnant or parenting, possess one or more disabilities, homeless, runaway, offender or face serious barriers to employment as identified by the Local Board.

**Follow-up Services:** Follow-up services are provided to youth after program exit and support youth development, retention and advancement in long-term employment and educational placements. Follow up services for youth may include: leadership development and support service activities, regular contact with a youth participant's employer, assistance in securing better paying jobs, career development and further education, support groups, adult mentoring, and tracking the progress of youth in employment after training. All youth must receive some form of follow up services for a minimum duration of twelve (12) months after exit from the WIOA program.

**Foster Care Youth:** A youth 14-18 years of age on whose behalf state or local governmental payments are made. This may include youth who have been made a ward of the state by a court, including those in the following categories: youth state institutions, youth in community group homes, youth in foster homes and parolees.

**GED (General Education Development):** The term also refers to the General Education Development certificate awarded by the state to persons who have passed a specific examination.

**GED Preparation:** A type of pre-placement activity intended to prepare an enrollee for passing the GED examination. This includes any preparation for high school graduation examinations. A minimum of five (5) hours per month is required in this activity in order to constitute participation.

**Global Exclusion:** A participant who is hard exited has a planned gap in service that will exceed ninety (90) days. This individual is not considered an exiter and does not count in performance.

**Graduate:** A person who has successfully completed a course or level of study and been awarded a certificate, diploma or degree.

**Guardian:** An adult with court ordered responsibility for another person.

**Hard Exit:** Term used to refer to a customer that formally completes or withdraws from services.

**High-Growth Industry/Occupation:** An industry and/or occupation that meets one or more of the following factors: 1) it is projected to add substantial numbers of new jobs to the economy; 2) it is being transformed by technology and innovation requiring new skill sets for workers; 3) it is a new and emerging industry or occupation that is projected to grow; or 4) it has a significant impact on the economy overall or on the growth of other industries and occupations.

**High Poverty Area (HPA):** Under the Workforce Innovation and Opportunity Act (WIOA), a youth who lives in a High Poverty Area is automatically considered to be a low-income individual for the purpose of providing WIOA services. A High Poverty Area is a Census tract, a set of contiguous Census tracts, Indian Reservation, tribal land, or Native Alaskan Village or county that has a poverty rate of at least thirty percent (30%) as set every five years using American Community Survey (ACS) five-Year data.

**High School:** An academic program, operated by a state-approved entity, covering relevant course work for grades 9-12 or 10-12, as decided by the state or local school district.

**High School Diploma or Equivalent:** A GED or High School (H.S.) equivalency diploma recognized by the State. Note: The date of attainment should be the date on the diploma or equivalency certificate. For the Younger Youth Diploma Attainment Rate, this date must be no later than the end of the first quarter after exit.

**High School Dropout:** An individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. A youth's dropout status is determined at the time of application and remains in effect throughout program participation.

**High School Graduate:** A youth who has received a high school diploma, but who has not attended any post-secondary vocational, technical, or academic school.

**Hispanic or Latino:** A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

**Homeless Individual or Homeless Children and Youths:** An individual who meets any of the following criteria:

(A) Lacks a fixed regular and adequate nighttime residence; this includes a participant who:

- a. Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- b. Is living in a motel, hotel, trailer park, or campground due to a lack of alternative adequate accommodations;
- c. Is living in an emergency or transitional shelter;
- d. Is abandoned in a hospital; or
- e. Is awaiting foster care placement;

(B) Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, such as a car, park, abandoned building, bus or train station, airport, or camping ground;

(C) Is a migratory child who in the preceding 36 months was required to move from one school district to another due to changes in the parent's or parent's spouse's seasonal employment in agriculture, dairy, or fishing work; or

(D) Is under 18 years of age and absents himself or herself from home or place of legal residence without the permission of his or her family (i.e. runaway youth).

*(Note- A participant imprisoned or detained under an Act of Congress or State law does not meet the definition. Additionally, a participant who may be sleeping in a temporary accommodation while away from home should not, as a result of that alone, be recorded as homeless).*

**Indirect Cost Proposal:** Documentation prepared by an organization to substantiate its claim for the reimbursement of indirect costs. This proposal provides the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.

**Indirect Cost Rate:** An indirect cost rate is a percentage (indirect cost pool/direct cost base) used to distribute indirect costs to all cost centers benefiting from those costs.

**In-kind Services:** The value of services that are provided by the contactor at no cost to the program.

**In-School Youth:** An enrollee who at the time of enrollment is attending a regular, junior high or alternative high school or who is attending post-secondary school such as junior or four year college, and is not basic skills deficient. Also includes an enrollee who is not attending any school, and who has either graduated from high school or holds a GED and is not basic skills deficient and not unemployed and not underemployed.

An individual who is (1) attending school (as defined by State law), (2) not younger than age 14 or older than age 21 at time of enrollment, (3) low-income, (4) basic skills deficient, (5) an English language learner, (6) an offender, (7) homeless as defined by the Violence Against Women of 1994 or a homeless child or youth (as defined in the Homeless Assistance Act, (8) a runaway, (9) foster child or has aged out of the foster care system, (10) pregnant & parenting (11) a youth who is disability, (12) an individual who requires additional assistance to complete an educational program or to secure or hold employment.

**In-School Youth Program:** SFWIB's In-School Youth program is a comprehensive, year-round, multi-year academic and career linkage program that targets high school youth who are most at-risk of dropping out-of-school. In-School Youth are defined as an eligible young person, ages 14-21, who has not received a high-school degree or its recognized equivalent (GED) and is attending high school or alternative school at the time of enrollment.

**Incentives:** Incentives can be cash or other items as approved by SFWIB that are usually awarded to youth for successful completion of one or more components of the program.

**Individual with a barrier to Employment:** A member of 1 or more of the following populations: (A) Displaced homemakers; (B) Low-income individuals; (C) Indians, Alaska Natives, and Native Hawaiians; as such terms are defined in section 166; (D) Individuals with disabilities, including youth who are individuals with disabilities; (E) Older Individuals; (F) Ex-offenders; (G) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2)); (H) Youth who are in or have aged out of the foster care system; (I) Individuals who are English language learners, who have low levels of literacy, and are facing substantial cultural barriers.; (J) Eligible migrant and seasonal farm workers, as defined in section 167(i); (K) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.); (L) Single parents (including single pregnant women); (M) Long-term unemployed individuals; (N) Such other groups as the Governor involved determines to have barriers to employment.

**Individual Employment Plan (IEP):** The individual employment plan is an ongoing strategy jointly developed by the participant and the case manager that identifies the participant's employment goals, the appropriate achievement objectives, and the appropriate combination of services for the participant to achieve the employment goals.

**Individual Training Accounts (ITA):** An expenditure account established on behalf of an eligible participant in WIOA Title IB adult and dislocated worker programs to purchase training services from eligible providers they select in consultation with the case manager, counselor or coordinator.

**Individual Service Strategy (ISS):** The tool used to document an enrollee's service plan through his/her program participation. The ISS may be updated at any point during an enrollee's participation in order to best serve an enrollee's needs. The ISS should include benchmark(s), goal(s), activity description(s), and type(s) of pre-placement activity. For example, an enrollee's benchmark could be that his/her reading proficiency is two grade levels below his/her current grade in school. The goal is to increase reading proficiency by two grade levels; the activity description is to attend four months of a reading class remediation.

**Industry Focus Learning:** Industry focus learning is designed to provide exciting learning environments that will engage youth interests and stimulate youth desires to pursue career possibilities in a specific industry. Industry focus provides hands-on learning activities that immerse youth in learning by doing, through a curriculum that does not feel like traditional classroom instruction. Industry focus learning should convey a sense of what it feels like to work in a specific industry. Industry focus should expose the youth to facilities, equipment, technical environments, materials, products or creations that they would not otherwise come in contact with in their everyday surroundings.

**Industry Recognized Credentials:** The term credential refers to certification of an individual's attainment of measurable technical or occupational skills necessary to obtain employment or advance within an occupation. Industry-



recognized credentials are either developed or endorsed by a nationally-recognized industry association or organization or are sought or accepted by employers within the industry sector for purposes of hiring or recruitment. The credential must be awarded by a third party, such as an educational institution or a professional, industry, or employer organization. Industry-recognized credentials demonstrate core competencies and meet industry standards for specific industry occupations. Examples of industry-recognized credentials include: Associates and Bachelor's degrees; Registered Apprenticeship certificates; occupational licenses (typically, but not always, awarded by State government agencies); industry-recognized or professional association certifications, also known as personnel certifications; and other certificates of skills completion for specific skill sets or competencies within one or more industries or occupations. For more information on credential, degrees, and certificate attainment, please refer to Training and Employment Guidance Letter (TEGL) No. 15-10.

**Industry Theme:** Topics of study that incorporate industry- and/or occupation-specific core competencies and that enhance a participant's ability to enter a specific career or career pathway.

**Information Systems:** See Information Technology Systems.

**Information Technology Systems:** Computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources (2 CFR Part 200.58).

**Initial Assessment:** To determine whether the program can benefit the individual (suitability) and identify activities and services that would be appropriate, an assessment of the participant is necessary. Initial assessment is part of the overall intake process and includes the initial determination of each participant's employability, aptitudes, abilities and interests, through interviews, testing and counseling.

**Initial Unsubsidized Placement:** The first unsubsidized employment opportunity entered into by an enrollee while participating in the youth program. This placement must last at least two weeks before it constitutes a placement. This includes military and qualified apprenticeship placements. Qualified apprenticeship programs are those approved and recorded by the ETA/Bureau of Apprenticeship and Training or by a recognized State Apprenticeship Agency. Approval is by certified registration or other appropriate written credential.

**Institutionalized:** Term used to refer to a participant that is residing in an institution or facility providing twenty-four (24) hour support such as a prison or hospital and is expected to remain in that institution for at least ninety days.

**Intake:** The process of collecting basic information which is commonly collected by all program partners (e.g., name, address, phone number, SSN) and all required activities up to the decision of eligibility or ineligibility for an individual program.

**Internship:** A pre-placement activity that consists of onsite work experience designed to improve an enrollee's occupational skills and readiness for the world of work. A structured work-based learning experience connected to a participant's area of career interest. Internships involve youth in a one-on-one relationship with an employer that provides hands-on learning in the area of the youth's career interest.

**Job Corps:** A U.S. Department of Labor funded comprehensive educational and job training program for at-risk youth, ages 16-24. The program provides disadvantaged youth with integrated academic, vocational and social skills training in order to gain independence and receive quality long-term jobs or to further their education.

**Job Placement:** Services provided to assist a youth in obtaining a specific placement in unsubsidized employment.

**Job Readiness Training:** A pre-placement activity consisting of site-defined, structured classroom-based activities that are designed to improve an enrollee's work readiness skills for those enrollees who are determined to be deficient in work readiness skills. A minimum of five (5) hours per month is required in this activity in order to constitute participation.

**Job Shadowing:** A participant follows an employee for one or more days to learn about a particular occupation or industry. Participants can explore a range of career objectives.

**Labor Force Status:** Denotes whether the youth is attached, or not attached, to the labor force.

**Labor Market Area:** An economically integrated geographic area within which individuals can reside and find employment within a reasonable distance or can readily change employment without changing their residence. Such an area shall be identified in accordance with criteria used by the Bureau of Labor Statistics of the Department of Labor in defining such areas or similar criteria established by a Governor.

**Labor Market Information:** Occupational supply and demand information identifying areas of growth or decline for the labor market and the assessment of the effects of such growth or decline. The body of information that deals with the functioning of labor markets and the determination of the demand for and supply of labor. It includes, but is limited to such key factors as changes in the level and/or composition of economic activity, the population, employment and unemployment, income, earnings, wage rates and fringe benefits.

**Last Expected Service:** Occurs when the participant completes the activities outlined in his or her individualized service strategy or career plan and there are no additional services expected other than supportive or follow-up services. Last expected service may also occur in situations where the participant voluntarily or involuntarily discontinues his or her participation in services outlined in the service plan.

**Last Expected Service Date:** This date is used to determine when a participant becomes a part of the sampling frame for the customer satisfaction survey. In many instances, this date will be the same as the exit date. In situations where a case was ended, reopened within ninety (90) days of the original closure date, and then ended again, the date used to determine inclusion in the sampling frame is the initial last expected service date. This date is also the date that triggers follow-up services as long as no additional services are provided (other than supportive or follow-up services) ninety (90) days following this date.

**Lawfully Admitted:** The status of having been lawfully accorded the privilege of residing permanently in the United States as an immigrant in accordance with the immigration laws, such status not having changed (USC 8).

**Leadership Development:** A youth development activity, which encourages responsibility, decision-making, employability, citizenship, like skills, community service and other positive social behaviors. One of the ten required youth program elements. Leadership skills are those skills characteristic of productive workers and good citizens.

**Legal Alien:** A person who is a citizen of another country but who has permission from the government to live in the United States. Not all legal aliens are authorized to work in the U.S.

**Life Skills Training:** A youth development activity designed to equip a youth with the skills to succeed in life. This may include, but is not limited to, household management, personal finance and budgeting, parenting and pregnancy prevention, cultural history and diversity, anger management and parenting training. Activities and training that assist the youth to develop marketable work habits.

**Limited English Proficiency (LEP):** Inability of an applicant, whose native language is not English, to effectively communicate in English, resulting in a barrier to employment.

**Literacy:** An individual's ability to (1) read, write, and speak in English, and (2) compute and solve problems, at levels of proficiency necessary (at or above the 8th grade level as measured on a generally accepted standardized test) to function on the job, in the family, and in society.

**Living in a High Poverty Area:** People living in poverty tend to be clustered in certain regions, counties, and neighborhoods rather than being spread evenly across the Nation. Research has shown that the poor living in areas where poverty is prevalent face impediments beyond those of their individual circumstances. Concentrated poverty contributes to poor housing and health conditions, higher crime and school dropout rates, as well as employment dislocations. As a result, economic conditions in very poor areas can create limited opportunities for poor residents that become self-perpetuating.

**Living Wage:** An earning level that supports self-sufficiency without reliance on public and private subsidies.

**Low-income Individual:** An individual that (A) receives, or is a member of a family that receives, cash payments under a Federal, State, or local income based public assistance program; (B) received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program that, in relation to family size, does not exceed the higher of: (i) the poverty line, for an equivalent period; or (ii) Seventy percent (70%) of the

lower living standard income level, for an equivalent period; (C) is a member of a household that receives food stamps; (D) qualifies as a homeless individual; (E) is a foster child; or (F) is an individual with a disability whose own income meets the requirements of a program but who is a member of a family whose income does not meet such requirements.

An individual who (1) received, or is a member of a family that is receiving, or in the past 6 months has received, assistance through the supplemental nutrition assistance program (SNAP), (2) temporary assistance for needy family program (TANF), (3) supplemental security income program (SSI), (4) state or local income-based public assistance, (5) is in a family that does not exceed the higher of the poverty line or seventy percent (70%) of the lower living standard income level, (a homeless individual (as defined in section 41403 (6) of the Violence Against Women Act of, (6)), or a homeless child or youth (as defined under section 725 (2) of the McKinney-Vento Homeless Assistance Act (7) receives or is eligible to receive a free or reduced price lunch or (8) an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

**Lower Living Standard Income Level (LLSIL):** WIOA defines the LLSIL as "that income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary."

**Management Information System (MIS):** Refers to a computer-based system designed to store, transmit, and process client data to support the activities of the program and to provide managers with the tools for organizing, evaluating and efficiently run the program (i.e. EMD, EM, OSST, WFMS, etc.).

**Measureable Skills Gain:** The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment.

**Measurement Date:** The date on which an enrollee is held to all of the applicable WIOA outcome measures. The measurement date is determined by the earliest date on which an enrollee has: completed all of his/her pre- placement activities as specified by their Individual Service Strategy (ISS); been placed; or has not participated in any youth development activities for three consecutive months. At such a point, an enrollee is held to all of the applicable WIOA outcome measures.

**Median:** The number that is in the middle of the series of numbers, so that there us the same quantity of numbers above the median as there are below the median.

**Median Earnings Indicator-2<sup>nd</sup> Quarter After Exit Quarter:** The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program, as established through direct UI wage record match, Federal or military employment records, or supplemental wage information.

**Mentor:** A caring adult who is matched with a student, who meets with the student once a week to assist with academics, provide college and career guidance and strengthen the student's social skills. Mentors provide students with valuable guidance, motivation and life lessons.

**Mentoring:** Serving as a model for others who are inexperienced; includes both the physical modeling of a task or behavior as well as the mental (thinking) steps required to effectively perform the task or behavior. Includes one-on-one, group, and/or service-based mentoring in which program participants are matched with adult mentors in the selected high-growth industry(ies) or occupation(s). Mentors should have frequent contact with program participants over a prolonged period of at least one year and should provide guidance in navigating their identified career pathway.

**Migrant or Seasonal Farm Worker (MSFW):** A migrant farm worker, a migrant processing worker, or a seasonal worker.

**Military Selective Service Act:** A federal law, which required that all males born on or after January 1, 1960 register with the Selective Service System on their 18th birthday.

**Minimum Wage:** The lowest wage set by Congress or a state, whichever is higher, which an employer may pay employees. Certain occupations are except from the minimum wage laws including farm workers, restaurant wait staff, and babysitters.

**Modification:** A letter or formal modification/amendment executed by both Parties, which provides for a change to the terms and conditions of this Contract or to the services to be provided under this Contract.

**Monitoring:** The process of observing and/or reviewing performance may include on-site observation, review of paperwork and files, interviews with staff or customers, telephone conversations and formal evaluation of compliance elements. A basic review of contracts to determine whether or not services were in fact provided in accordance with the defined Statement of Work and Contract terms and conditions.

**Native Hawaiian or Other Pacific Islander:** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Island.

**Nepotism:** When a person employs or appoints a family member.

**Net Wages:** Earnings received by an individual after taxes, social security and other deductions are taken out of their paychecks.

**Nontraditional Employment:** Refers to occupations or fields of work for which individuals from one gender comprise less than twenty-five percent (25%) of the individuals employed in each such occupation or field of work.

**Not Employed at Participation:** A youth is considered not employed at the date of participation when he/she (a) did no work at all as a paid employee on the date participation occurs, (b) has received a notice of termination of employment.

**Occupational Skills:** Primary occupational skills encompass the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paper work formats, tools, equipment and materials, and breakdown and clean-up routines.

**Occupational Skills Goal:** A measurable increase in primary occupational skills that encompass the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels.

**Occupational Skills Training:** To count as a placement for the Youth Common Measures, advanced and occupational skills training constitutes organized programs of study that provide specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Such training should: (1) be outcome-oriented and focused on a long-term goal as specified in the Individual Service Strategy, (2) be long-term in nature and commence upon program exit rather than being short-term training that is part of services received and (3) result in attainment of a certificate.

**Offender:** An individual who is or has been subject to any stage of the criminal justice process for whom services may be beneficial or who requires assistance in overcoming barriers to employment resulting from a record of arrest or conviction.

**On-the-Job Training (OJT):** Paid full-time employment in which the employer provides training to a participant in order for the participants to learn the skills necessary to perform the job.

**One-Stop Service Tracking (OSST):** The One-Stop Service Tracking system (OSST) is the case tracking system for the CAP and SNAP programs to track case management activities and to provide data for state and federal level reporting.

**Out-of-School Youth:** A youth who at the time of enrollment is not younger than the age of 16 or older than the age of 24, who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, attending post-secondary school and is basic skills deficient, an English language learner or who is not attending secondary or post-secondary school and has no diploma, who is a school dropout, or has a diploma and is basic skills deficient, unemployed or underemployed, or an individual who is subject to the juvenile or system. Alternative school youth are not considered Out-of-School Youth.

**Outreach:** An effort by program staff to encourage individuals in the service delivery area to use the program services. Outreach efforts also involve the collection, publication and dissemination of information on program services available

in the community system to assure universal access to core services including eligibility information for services beyond core services.

**Participant:** An individual who has registered and been determined eligible for participation upon intake and who is receiving services under an authorized WIOA youth program, (i.e., employment, training, or other services provided under WIOA (including follow-up services)).

**Participant File:** A file containing the application, enrollment, status changes and termination forms, documentation of eligibility, individual service strategy and progress/case/counseling notes on a participant and any other documentation required.

**Participation:** When an enrollee takes part in any one of the youth development activities and meets the minimum level of participation in a given month.

**PELL Grant:** Popular name for the federal PELL Grant program whose primary objective is to provide funding to financially needy postsecondary and undergraduate students (and post-secondary students who have demonstrated a financial need) in order to meet educational expenses.

**Performance-Based Contracting:** A method of contracting in which successful completion of certain benchmarks by the enrolled population obligates the awarding agency to make certain predetermined payments.

**Performance Improvement Plan (PIP):** A plan to improve performance set forth by South Florida Workforce Investment Board (SFWIB) that will remain until the deficiency(s) is/are corrected.

**Post-Secondary Education:** A program at an accredited degree granting institution that leads to an AA, AS, BA, BS. Programs offered by degree granting institutions that do not lead to an academic degree (e.g., certificate programs) do not count as a placement in post-secondary education, but may count as a placement in “advanced training/occupational skills training.”

**Post-Secondary Transcript/Report Card:** A transcript or a report card demonstrating the following based upon enrollment status: Full Time Student-completion of a minimum of twelve (12) hours for one (1) semester, Part Time Student-completion of a minimum of twelve (12) credit hours over the course of two (2) consecutive semesters during a program year.

**Post Test:** A test administered to a participant at regular intervals during the program.

**Potential Drop-Out:** A potential drop is an individual aged 14-21 who is enrolled in a secondary school or other educational program and who, for one or more of the reasons list is in danger of dropping out-of-school: poor attendance record, one grade level below, academic difficulties, pregnant, parenting teen, chemical dependency, juvenile offender, homeless, youth with a disability and/or limited English proficient.

**Poverty Level:** The level of income established by the Department of Health and Human Services at which a person or family is living in poverty.

**Pre-enrollment Assessment:** A process to determine the employability and training needs of participants before enrolling them into the program. Individual factors considered during pre-enrollment assessment include: a judgment of vocational interests, abilities, previous education and work experience, income requirements, and personal circumstances.

**Pre-Employment Skills:** A progression of instructional modules in which youth master and demonstrate proficiency in areas such as: interview skills, resume writing, work place readiness skills, and workplace standards.

**Pregnant or Parenting Youth:** An individual who is under 25 years of age and who is pregnant, or a youth female or male who is providing custodial care for one or more dependents under age 18.

**Pregnant Youth:** A female youth age 14-24 who is carrying an unborn fetus.

**Pre-Test:** A test used to assess a participant's basic literacy skills, which is administered to a participant up to six (6) months prior to the date of participation, if such pre-test scores are available, or within sixty (60) days following the date of participation.

**Project Based Learning:** Learning experience that engages youth in complex, real world projects through which the youth develop and apply skills and knowledge, which takes effort and persistence over time, the result of this experience is a product that matters to the youth and is usually seen by the public. Development of a project that is youth driven and includes career related learning, appropriate workplace behaviors, decision making and problem solving techniques, effective teamwork and the application of academic learning to real world settings.

**Program:** Activities and services to be provided by the Contractor under and pursuant to this Contract.

**Program Cost:** The Contractor's cost to deliver the contracted services excluding administrative costs. Costs associated with the management of the program funded by this Contract that directly and immediately benefit program customers and are necessary for effective delivery of services.

**Program Design and Service Delivery:** Describes the work to be performed by all Contractor's under the terms and conditions of this Contract.

**Program Elements:** are high quality services for in-school and out-of-school youth beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training, and culminating with a good job along a career pathway or enrollment in post-secondary education.

**Program Income:** Interest earned on any advances under this Contract, income generated as a result of use or fees charged for the rental of real or personal property, fees for services performed, conferences, the sale of commodities or items developed with contract funds, or from the participants activities under the contract except for OJT, or revenue in excess of costs earned by organizations other than commercial organizations.

**Program Year (PY):** The period between July 1 of a calendar year and June 30 of the following calendar year.

**Public Assistance:** Financial cash payments made by federal, state or local program to individuals who meet specific income criteria.

**Quarter:** A calendar quarter is a three-month period within a calendar year. The first quarter is from the first day of January through the last day of March; the second quarter is from the first day of April through the last day of June; the third quarter is from the first day of July through the last day of September; and the fourth quarter is from the first day of October through the last day of December.

**Reactivation:** Moving an enrollee from inactive status to active status. An enrollee is reactivated when their health or medical condition no longer prevents participation in the program, or when they have not participated for twelve (12) months, but begin participating again. An enrollee who has not yet been placed who is inactivated upon leaving the target area may be reactivated upon returning to the target area.

**Reading/Math Remediation:** A pre-placement activity consisting of classroom instruction designed to improve an enrollee's reading and/or math skills for those enrollees who are determined to be basic literacy skills deficient. Basic education skills include reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning, and the capacity to use these skills. A minimum of five hours per month is required in this activity in order to constitute participation.

**Reasonable Costs:** A cost may be considered reasonable if the nature of the goods or services acquired or applied, and the amount involved therefore, reflects the action that a prudent person would have taken under the circumstances prevailing at the time the decision to incur the cost was made.

**Recruitment:** The point, at which a provider has met with a potential enrollee, informed them of the youth program, invited them to participate in the program, and has established eligibility of such individual for the program.

**Referral:** To direct an individual or program participant to another contractor, community based organization or agency or other community resources to receive services, information or assistance.

**Registered Apprenticeship:** A unique, flexible training system that combines job-related technical instruction with structured on-the-job learning experiences. Upon completion of a Registered Apprenticeship program, participants receive an industry-issued, nationally-recognized, portable credential that certifies occupational proficiency. Registered Apprenticeship requires a written plan designed to move an apprentice from a low- or no-skill entry-level position to full occupational proficiency. Registered Apprenticeship programs must meet parameters established under the National Apprenticeship Act.

**Registration:** Registration is the process of collecting information to support a determination of eligibility. Eligibility data must be collected on individuals during the registration process. At the point of registration, participants are counted for performance measurement purposes. All youth participants must be registered.

**Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI):** RAI is a federal-state program jointly financed through federal and state employer payroll taxes (federal/state RAI taxes).

**Replacement:** An unsubsidized job placement entered into by an enrollee after leaving or losing a prior unsubsidized job placement.

**Residence:** A person's primary or permanent dwelling or home. If a person is institutionalized or incarcerated, their place of institutionalization or incarceration is their primary residence.

**Runaway Youth:** A runaway youth is an individual 21 years of age or less who has absented themselves from home or place of legal residence without the permission of parent(s) or legal guardians.

**School-Based Learning:** School wide classroom instruction based on high academic and business defined occupational skill standards.

**School Dropout:** An individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. Youth enrolled in alternative schools are not school dropouts.

**Secondary Transcript/Report Card:** For each school year, a transcript or a report card of a consumer in HS or a GED program demonstrating that they achieved a D- or above for all classes taken and are in good academic standing. The report card must not indicate the participant dropped out-of-school, was removed from the institution, or any other conditions that indicate removal on academic or conduct grounds.

**Sector-Based Strategies:** High growth, high wage industries that take a comprehensive, broad-based approach to identifying and addressing skills needs across key industries within a region rather than focusing on the workforce needs of individual employers on a case-by-case basis. Often result in the formation of industry partnerships, which are employer-led partnerships with support from workforce development, economic development, and education partners.

**Selective Service:** All males who are at least 18 years of age and who are not in the armed services on active duty must be registered for the selective service. A youth who becomes 18 years of age while participating in a WIOA youth program must register within thirty days of his 18<sup>th</sup> birthday.

**Service Learning/Community Service Learning:** A teaching and learning strategy that actively engages participants in meaningful and personally relevant service activities that simultaneously teach civic responsibility and strengthen communities. Learning activities incorporate participant reflection and are designed to develop work readiness skills and positive behaviors, such as leadership, time management, teamwork, and respect for authority and fellow participants.

**Skills Progression:** Successful passage of an exam required for a particular occupation or progress in attaining trade-related benchmarks. Examples include Pass Career Readiness Certificate (CRC) or National Counselor Examination (NCE) exams, obtaining Commercial Driver's License (CDL), and passing a welding certification exam.

**Small Learning Community:** Smaller, autonomous groups of students and teachers in a more personalized learning environment that can better meet the needs of students. Generally, the same teachers and student remain together from grade to grade. Teachers in these units usually have common planning time to allow them to develop interdisciplinary projects and keep up with the progress of their shared students.

**Soft Exit:** Participant does not receive a WIOA funded or partner service for ninety days and is not scheduled for services other than follow-up.

**Soft Skills:** Also referred to as Employability Skills, Job Readiness Skills, or Work Readiness Skills; a set of skills and behaviors that are necessary for any job such as, social competence, job seeking and interview skills, workplace norms, conflict resolution, and communication skills, to name a few. Workplace standards of behavior needed to interact and cooperate effectively with co-workers and the general public.

**Source Documentation:** Hard copy documentation, which proves a youth eligibility requirements.

**Social Security Disability Insurance (SSDI):** Pays benefits to individuals that have worked in the past, paid Social Security taxes, and are currently unable to work for a year or more because of a disability. SSDI is considered income replacement.

**South Florida Workforce Investment Board (SFWIB):** Chartered by the State of Florida, is one of 24 regional Workforce Boards in Florida. It is the regional workforce development board representing Miami-Dade and Monroe counties. Workforce Florida, Inc., and the Agency for Workforce Innovation (AWI) oversee all regional workforce boards in Florida.

**Statement of Work (SOW):** Describes the work to be performed by the Contractor under the terms and conditions of this Contract.

**Storage Device:** A computer storage device is any type of device or hardware that is capable of storing data and includes, but is not limited to laptops, hard drives, external hard drives that connect via Firewire and USB, disks, Flash memory devices, such as USB keychain drives or iPod nanos, MP3 players, digital cameras, compact flash and SD cards, tape drives, personal digital assistants (PDA's), smart phones, etc.

**Summer Work—Activities:** which serves to provide useful work experience, employability skills training and academic enrichment activities such as projects and industry focus centers during the summer months, to assist youth to enhance their long-term employability potential.

**Support Services:** Services necessary to enable an individual to participate in a WIOA program, but who cannot afford to pay for such services. Such services may include transportation, childcare, dependent care and other reasonable expenses required for participation in youth programs. In addition, the following support services may be included for youth: linkages to community services, counseling on a variety of personal, financial or legal problems occurring during participation, assistance with transportation, assistance with child care, referrals to medical services, assistance with housing, assistance with uniforms or other appropriate work attire, work related tool costs, including such items as eye glasses and protective eye gear. Support services are offered to WIOA/TANF eligible participants depending on funding availability.

**TABE:** The Test for Adult Basic Education, or TABE is the authorized testing instrument used to assess youth: Out-of-School Youth are assessed for literacy/numeracy educational functioning levels and In-School Youth are assessed for basic skills deficiencies.

**TANF-Temporary Assistance for Needy Families:** Primary federal cash-assistance program for qualified families with children. A TANF recipient is in receipt of income or money payments pursuant to a state plan approved under the Social Security Act.

**Targeted Populations:** Targeted youth populations includes, but are not limited to: youth aging out of the foster care system, foster care youth, youth offenders, youth with disabilities, parenting youth, dropouts, migrant youth, emancipated youth, In-School and Out-of-School Youth and etc.

**Teen Parent:** A male or female, age 14-20, who is legal parent of a child or an unborn fetus.

**Title I Youth Education and Employment Rate-2<sup>nd</sup> Quarter After Exit Quarter:** The percentage of youth participants in education or training activities, or in unsubsidized employment during the second quarter after exit.



**Title I Youth Education and Employment Rate-4<sup>th</sup> Quarter After Exit Quarter:** The percentage of youth Participants in education or training activities, or in unsubsidized employment during the fourth quarter after exit.

**Training Milestone:** Satisfactory or better progress towards skill advancement while participating in an OJT, Registered Apprenticeship program or Business Enterprise program.

**Training Services:** Services include WIOA funded and non-WIOA funded partner-training services. These services include: occupational skills training, training for nontraditional employment, on the job training, programs that combine workplace training with related instructions, which may include cooperative education programs, training programs operated by the private sector, skill upgrading and retraining, entrepreneurial training, job readiness training, education and literacy activities in combination with other training, and customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

**Underemployed:** An individual who is working part-time but desires full time employment or who is working in employment not commensurate with the individual's demonstrated level of educational attainment.

**Unemployed:** An individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job shall be made in accordance with the criteria used by the Bureau of Labor Statistics (BLS) of the Department of Labor in defining individuals as unemployed.

**Unemployment Insurance (UI):** Currently known as Re-employment Assistance Insurance (RAI).

**Unsubsidized Employment:** Full or part-time employment in which wages are paid to a participant that is not financially supported by Federal, State or local funding sources.

**Vendor:** An entity responsible for providing generally required goods or services to be used in the WIOA program. These goods or services may be for the recipient's or sub-recipient's (i.e., service providers) own use or for the use of participants in the program.

**Verification of a Placement:** Placements occurring after enrollment in the program are counted and reported once they are verified, rather than once they occur.

**Veteran (WIOA Law Section 101 (49)(A)):** An individual who served in the active military, naval, or air service, and who was discharged or released from such service under conditions other than dishonorable.

**Veteran (Recently separated) (WIOA Law Section 101 (49)(B)):** Any veteran who applies for participation under this title within 48 months after the discharge or release from active military, naval, or air service.

**Vocational Exploration Training:** A process to find out, by testing or counseling, what job occupations will best fit a customer's abilities and needs.

**Vocational/Technical Training:** A long-term occupational training consisting of specific classroom and work-based study in a specific occupation lead to a degree or certificate.

**Wages:** Earnings paid to an individual by an employer for services performed.

**Wagner-Peyser- Employment Service programs:** Employment Service basic labor exchange and other services funding source. Employment Services are provided in the Florida Workforce Centers located across the Region.

**Welfare Recipient:** An adult or youth listed on a welfare grant who (or whose family) receives cash payments under TANF, General Assistance, or the Refugee Assistance Act of 1980 at the time of eligibility determination.

**Work-Based Learning:** Educational training that combines rigorous academic preparation with hands-on career development experiences to connect classroom instruction to the world of work and future career opportunities.

**Work-Based Training:** Activities offered which are designed to enable youth to gain exposure to the working world. Short-term learning opportunities that take place at a worksite and provide experiences and activities for youth to understand the relevance of what is learned in the classroom and connect it to what it takes to be successful in the

workplace. Activities can take place at private, for-profit, non-profit or public sector. Activities can be paid or non-paid. Activities must be relevant to the youth's individualized service strategy plan and include but not limited to: career exploration, work experience, structured training and mentoring at job sites, internships, job shadowing, and project based learning.

**Work Experience Activity:** Work experience is a planned, structured, learning experience that takes place in a work place for a limited period of time and it may be paid or unpaid, in the private for profit sector, non-profit sector or the public sector. Work experience is designed to enable a youth to gain exposure to the working world. It is one of the ten required youth program elements.

**Workforce Innovation and Opportunity Act (WIOA):** Legislation that laid the framework for delivery of workforce services at the state and local level to jobseekers who need the services. WIOA is designed to help jobseekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. These core programs are included in WIOA:

- Employment and Training Programs (Title I):
- Disadvantaged Youth Services
- Economically Disadvantaged Adult Services
- Dislocated Worker Programs
- Re-employment Services under Wagner-Peyser
- Disabled persons employment support through Vocational
- Rehabilitation Services

**Work Maturity Skills:** Skills required meeting employer expectations for dependability and productivity and etc. to enable youth to retain their jobs.

**Work Readiness Skills:** Also referred to as Employability Skills, Job Readiness Skills, or Soft Skills; a set of skills and behaviors that are necessary for any job such as, social competence, job seeking an interview skills, workplace norms, conflict resolution, and communication skills, to name a few.

**Work Readiness Skills Goal:** A measurable increase in work readiness skills including world of work awareness, labor market knowledge, occupational information, career planning and decision-making, and job search techniques (resumes, interviews, job applications and follow up letters). They also encompass survival/daily-living skills such as renting an apartment, opening a bank account and using public transportation. They also include: positive work habits, appearance, attitudes, working well with others, following instructions and completing a job task, accepting constructive criticism, showing initiative and reliability and assuming the responsibilities involved in maintaining a job. This component also entails developing motivation and adaptability, obtaining effective coping and problem-solving skills, and acquiring an improved self-image.

**Workforce Management System (WFMS) (formerly SAMS):** The system for tracking participant's training related information, i.e., expenditures and performance data and that enables career advisors to create, modify and track budget accounts and expenditures for participants receiving support services.

**Wrap-Around Support Services:** Services that are designed to address needs and ensure participant success. Services may include, but are not limited to, childcare, transportation, tools, or work clothes.

**Young Adult:** An individual between the ages of 18 through 24.

**Youth:** An individual between 14 and 24 years of age, inclusive. Younger youth are between 14 and 18 years of age and Older Youth are between 19 and 24 years of age.

**Youth (Older):** A participant who is age 19-24 at registration and meets all other WIOA youth program eligibility requirements.

**Youth (Younger):** A participant who is between 14-18 years of age at time of registration and meets all other youth program eligibility requirements.

**Youth Activity:** To help low-income youth, between the ages of 14 and 24, acquire the educational and occupational skills, training, and support needed to achieve academic and employment success and successfully transition into careers and productive adulthood.

**Youth Attainment Measure:** The purpose of this measure is to analyze goal attainment rates of all in-school and any out-of-school youth who are assessed to be in need of basic skills, work readiness skills, or occupational skills. The goal attainment date must be within one year of the goal set date.

**Youth Development:** A process which prepares young people to meet the challenges of adolescence and adulthood through a coordinated, progressive series of activities and experiences which help them to become socially, morally, emotionally, physically and cognitively competent.

**Youth Summer Employment Opportunity:** A summer worksite learning experience, which provides direct linkages between academic and occupational learning.

**Youth Voucher:** A document that has an assigned monetary value that is utilized to pay for a specified training course.

## FINANCIAL CLOSEOUT PROCEDURES

### I. Purpose

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

### II. Policy

- A. The Contractor 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 within thirty (30) calendar days of SFWIB's notification of overpayment. If the Contractor does not timely repay the difference, the Contractor shall pay the SFWIB the maximum lawful rate of interest allowed in the state of Florida on the outstanding amount.
- C. The following required Financial Closeout documents shall be submitted by the Contractor:
  - 1. Final Expenditure Report (**Enclosure 1**).
  - 2. Year to Date Reconciliation between specified line items in (**Enclosure 2**) 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 shall provide technical assistance to the SFWIB on completing the Financial Closeout.
- E. The Contractor 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**

The Contractor's 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. The Contractor is encouraged to allow staff to take time off rather than issue payment for leave time.

The Contractor's staff persons may be paid for unused vacation time upon termination 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 its program(s).

**C. Professional Service, Sub-Contract & Rental Agreements**

Within thirty (30) days following the end of the Contract, 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):**

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

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 submitted as supporting documentation with the closeout package.

3. **Indirect Cost Reconciliation:** (Enclosure 2) The Contractor shall complete the indirect cost reconciliation by comparing the indirect costs charged to the actual indirect cost paid. Refunds may be requested for overages.

**E. The SFWIB's Accountant Responsibility**

The SFWIB's accountant assigned to the contract will provide the Contractor with 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 the 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)

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

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

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 remises, releases, 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	Budget	Budget	Actual	Difference	General
	Original	Adjustment	Revised*	Expenditures	(3-4)	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>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**CONTRACT INVOICE**

Exhibit I

Contractor Name: _____	Prepared By: _____
Index Code: _____	Telephone #: _____
Location Code: _____	Invoice Date: _____
Program Code: _____	Invoice Period: _____

Acct #		PROGRAM		TOTAL
		Rolling Crest		
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			\$ -
5218	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			\$ -
5630	WFMS- Paid Work Experience (Year Round)			\$ -
	Other (Please specify)			\$ -
	<b>Total Other Expenditures</b>	\$ -	\$ -	\$ -
	<b>TOTAL PROGRAM COSTS</b>	\$ -	\$ -	\$ -



CONTRACT INVOICE

Exhibit I

Acct #				
			ADM Rolling Crest	TOTAL
5780	Indirect Costs			\$ -
	Other Administrative Costs(Please specify)			\$ -
	Total Expenditures	\$ -	\$ -	\$ -
TOTAL ADMINISTRATIVE COSTS		\$ -	\$ -	\$ -

			ADM Rolling Crest	TOTAL
	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

\_\_\_\_\_  
Name of Person Authorized to Sign Reimbursement/Justification Packages

\_\_\_\_\_  
Signature of Person Authorized to Sign Reimbursement/Justification Packages

BUDGET: PROTECTED PROGRAM COST

Agency Name: Adults Mankind Organization, Inc  
 Project Name: Rolling Great Lake Summer Youth Employment Program  
 Period: 07/18/2019 to 08/31/2019  
 Programmatic Funds Awarded: \$55,000  
 Funding Source: Rolling Great Lake

<b>Total</b>	<b>Total</b>
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Position	Name	Bi-Weekly Allowance	# of PR	Salary for the period	% Allocated to		Total Salary Allocated to Budget	2019-2020		Backdown	
					Budget	Budget		07/01/19 to 08/31/19	RCL		
					%	Amount	%	Amount	%	Amount	
Program Director	Irma Felina	225.00	3	675.00	100%	675.00	100%	675.00	100%	675.00	Allocation will begin 07/18/19 through 08/31/19, 3 p.p.
Director of Employment Services	Aldo Gomez	225.00	3	675.00	100%	675.00	100%	675.00	100%	675.00	Allocation will begin 07/18/19 through 08/31/19, 3 p.p.
Youth Program Coordinator	Allan Castillo	225.00	3	675.00	100%	675.00	100%	675.00	100%	675.00	Allocation will begin 07/18/19 through 08/31/19, 3 p.p.
QA Supervisor	Kevin Diaz	200.00	3	600.00	100%	600.00	100%	600.00	100%	600.00	Allocation will begin 07/18/19 through 08/31/19, 3 p.p.
MIS Specialist	Rosa Cardenas	200.00	3	600.00	100%	600.00	100%	600.00	100%	600.00	Allocation will begin 07/18/19 through 08/31/19, 3 p.p.
Trainer/Career Advisor	Jennifer Martin	275.00	3	825.00	100%	825.00	100%	825.00	100%	825.00	Allocation will begin 07/18/19 through 08/31/19, 3 p.p.
Placement Specialist	Elena Santana	275.00	3	825.00	100%	825.00	100%	825.00	100%	825.00	Allocation will begin 07/18/19 through 08/31/19, 3 p.p.
Placement Specialist	Eliat Martinez	275.00	3	825.00	100%	825.00	100%	825.00	100%	825.00	Allocation will begin 07/18/19 through 08/31/19, 3 p.p.
Program Specialist	Maria Castorena	200.00	3	600.00	100%	600.00	100%	600.00	100%	600.00	Allocation will begin 07/18/19 through 08/31/19, 3 p.p.
Program Specialist	Sylvia Garcia	200.00	3	600.00	100%	600.00	100%	600.00	100%	600.00	Allocation will begin 07/18/19 through 08/31/19, 3 p.p.
Career Advisor	Lourdes Pomar	200.00	3	600.00	100%	600.00	100%	600.00	100%	600.00	Allocation will begin 07/18/19 through 08/31/19, 3 p.p.
Program Specialist	M. Carmen Jimenez	150.00	3	450.00	100%	450.00	100%	450.00	100%	450.00	Allocation will begin 07/18/19 through 08/31/19, 3 p.p.
<b>5001 TOTAL FTE/Salaries</b>				<b>FTE: 12.00</b>		<b>7,950.00</b>	<b>100%</b>	<b>7,950.00</b>	<b>100%</b>	<b>7,950.00</b>	
<b>6004 TOTAL fringe benefits</b>						<b>628.00</b>	<b>100%</b>	<b>628.00</b>	<b>100%</b>	<b>628.00</b>	
<b>5001 TOTAL FTE/Salaries</b>				<b>FTE: 12.00</b>		<b>7,950.00</b>	<b>100%</b>	<b>7,950.00</b>	<b>100%</b>	<b>7,950.00</b>	
<b>6004 TOTAL fringe benefits</b>						<b>628.00</b>	<b>100%</b>	<b>628.00</b>	<b>100%</b>	<b>628.00</b>	

Rate: 7.65%  
 Rate: 0.25% Avg. Based on salaries of S.  
 Percentage of Staff Salaries  
 Rate: 1.41% for New Staff Only

BUDGET: PROTECTED PROGRAM COST

Agency Name: Adults Mankind Organization, Inc  
 Project Name: Rolling Coast Lake Summer Youth Employment Program  
 Period: 07/18/2019 to 08/31/2019

Agency Name:	Project Name:	Period:	Programmatic Funds Awarded:	Rolling Coast Lake	Monthly	Annual Cost	2019-2020								
							Total	07/01/19 to 08/31/19	100% Award	100% Award					
Funding Source:			\$55,000												
Operating Expenses:															
Supplies															
521 Office and Computer Supplies	(Inks, pens, paper, staples, clips, etc.)		\$60.00			\$60.00	100%	\$60.00	100%	\$60.00	100%	\$60.00			
522 Office and Computer Supplies	100 Staples @ .55		\$55.00			\$55.00	100%	\$55.00	100%	\$55.00	100%	\$55.00			
524 Postage Expense			\$100.00			\$100.00	100%	\$100.00	100%	\$100.00	100%	\$100.00			
524 Cleaning Supplies			\$1295.00			\$1295.00	100%	\$1295.00	100%	\$1295.00	100%	\$1295.00			
521 Equipment Lease/Rent	(Copier located at Kendall Office, \$415 per month, expected usage 20% for 3 months)		\$40.00			\$40.00	100%	\$40.00	100%	\$40.00	100%	\$40.00			
521 Equipment Maintenance (Repairs & Maintenance Equipment)			\$48.00			\$48.00	100%	\$48.00	100%	\$48.00	100%	\$48.00			
524 Travel	Local Travel (incl. Toll & Parking) Rate: .445 per mile		\$445.00			\$445.00	100%	\$445.00	100%	\$445.00	100%	\$445.00			
527 Professional Services (flat each)			\$-			\$-		\$-		\$-		\$-			
529 Trainers - Subcontract			\$-			\$-		\$-		\$-		\$-			
529 Staff Background Screening (incl. Drug Testing & Finger Printing)	\$40 per fingerprint for staff/trainer		\$320.00			\$320.00	100%	\$320.00	100%	\$320.00	100%	\$320.00			
599 Attrition			\$-			\$-		\$-		\$-		\$-			
544 Participant Payroll Processing Fees \$10 per participant for 32 participants			\$1,643.00			\$1,643.00	100%	\$1,643.00	100%	\$1,643.00	100%	\$1,643.00			
TOTAL Operating Expenses			\$3,643.00			\$3,643.00		\$3,643.00		\$3,643.00		\$3,643.00			
Participant Costs															
530 Participant Background & Fingerprinting	Summer camp worksite requiring Level 2 screening		\$-			\$-	50%	\$-	50%	\$-	100%	\$-			
585 Participant Nutrition/Stocks			\$-			\$-		\$-		\$-		\$-			
552 Summer Wages	32 youth at \$9 for 140 hours		\$4,032.00			\$4,032.00	100%	\$4,032.00	100%	\$4,032.00	100%	\$4,032.00			
552 Summer Fingres			\$3,084.00			\$3,084.00	100%	\$3,084.00	100%	\$3,084.00	100%	\$3,084.00			
TOTAL Participant Costs			\$43,404.00			\$43,404.00		\$43,404.00		\$43,404.00		\$43,404.00			
Total Program Budget			\$53,625.00			\$53,625.00		\$53,625.00		\$53,625.00		\$53,625.00			
Administration			\$1,372.00			\$1,372.00		\$1,372.00		\$1,372.00		\$1,372.00			
Total Budget			\$54,997.00			\$54,997.00		\$54,997.00		\$54,997.00		\$54,997.00			

32 Participants will begin training in the new program year. Therefore all 140 hours for 32 participants will be worked in period 07/01/19 through 08/31/19.

7.65% of gross wages

### BUDGET: PROJECTED ADMINISTRATIVE COST

Agency Name: Adults Mankind Organization, Inc.  
 Project Name: Rolling Crest Lake Summer Youth Employment Program  
 Period: 07/18/2019 to 08/31/2019  
 Programmatic Funds Awarded: \$300,000  
 Funding Source: Rolling Crest Lake

	%	Amount	%	Amount	%	Amount
			Rolling Crest Lake 07/18/19 to 08/31/19		TOTAL	

Allocation Base (Please show calculation)

Salaries	\$	-	\$	7,950.00	7,950.00
Fringes		-		629.00	629.00
	\$	-	\$	8,579.00	8,579.00

5780 Indirect Cost Rate: 2018 16.00%

5991 Attrition	-	-	1,373.00	1,373.00
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<b>TOTAL ADMINISTRATIVE COST</b>	-	-	<b>1,373.00</b>	<b>\$ 1,373.00</b>
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Adults Mankind Organization, Inc.  
 Rolling Crest Lake Summer Youth Employment Program  
 July 18, 2019 through August 31, 2019  
 Budget Narrative

**\$55,000** was awarded to provide services under the Rolling Crest Lake Summer Youth Employment Program. The program provides 32 youth residing in the Homeowner Association of Rolling Crest Lake, a paid summer youth employment program of 140 hours, inclusive of Work Readiness Training (20 hours).

Staff will be pulled from existing programs, and will be given additional duties under this program, additional allotments (stipends) have been budgeted under this program. The following staff and summary of their allotments is itemized below.

<u>Position</u>	<u>Name</u>	<u>Bi-Weekly Allotment</u>	<u># of PP</u>	<u>Salary for the period</u>	<u>% Allocated to Budget</u>	<u>Total Salary Allocated to Budget</u>
Programs Director	Irene Farinas	225.00	3	675.00	100.0%	675.00
Director of Employment Services	Ardio Genao	225.00	3	675.00	100.0%	675.00
Youth Program Coordinator	Alica Castillo	225.00	3	675.00	100.0%	675.00
QA Supervisor	Karin Diaz	200.00	3	600.00	100.0%	600.00
MIS Specialist	Rosa Cardenas	200.00	3	600.00	100.0%	600.00
Trainer/Career Advisor	Jennifer Martin	275.00	3	825.00	100.0%	825.00
Placement Specialist	Elena Santana	275.00	3	825.00	100.0%	825.00
Placement Specialist	Elias Martinez	275.00	3	825.00	100.0%	825.00
Program Specialist	Maria Casteneda	200.00	3	600.00	100.0%	600.00
Program Specialist	Sylvina Garcia	200.00	3	600.00	100.0%	600.00
Career Advisor	Lourdes Pomar	200.00	3	600.00	100.0%	600.00
Program Specialist	M. Carmen Jimenez	150.00	3	450.00	100.0%	450.00

Subtotal **\$7,950**

**Payroll taxes** for Social Security and Medicare calculated as follows:  
 $\$7,950(\text{Salaries}) \times 7.65\% (\text{Fica/Mica}) = \$609$

**Worker's compensation insurance:**  $\$7,950 (\text{Salaries}) \text{ at } 0.25\% = \$20$

**Office supplies** for the programmatic services, including supplies for the work readiness training, are estimated **\$600**. Supplies include files, folders, paper, paper clips, staples, sticky notes, pens, pencils, etc.

**Postage** used to mail information clients, employers, and partners; and calculated at 100 stamps @ 0.55 cent, **\$55**.

**Equipment rental** is for 1 copy machine located in the Kendall office, the monthly rent for 5 machines is \$2,075, or 415 per machine. We estimate that 10% of the copies made will be for the summer program. Therefore \$415 per month for 2 months at 10% = **\$ 83**.

**Equipment maintenance** is budgeted estimating 1000 of copies per month for 2 months @ .01 = **\$ 40**.

Adults Mankind Organization, Inc.  
 Rolling Crest Lake Summer Youth Employment Program  
 July 18, 2019 through August 31, 2019  
 Budget Narrative

**Local Travel** - Staff is eligible to receive mileage reimbursement for the miles driven in order to accomplish their assigned work duties. In accordance with CareerSource South Florida travel policy, employees are reimbursed after submitting appropriate Mileage Form, documenting their miles and reason for vehicle usage. Therefore, local travel estimated as follows:

Approximately 1000 miles will be driven across the 8 pay periods @ \$0.445 = **\$445**.

**Payroll Processing Fees** charged by Benefit Mall, our 3<sup>rd</sup> party payroll processor, to process and issue payroll checks. We estimate that each participant will incur \$10 of processing fees, for 32 participants, yields **\$320**.

**Paid Work Experience** - (\$234,656) is calculated as follows:

Summer Work Experience

<b>Wages</b> (32 youth for an average of 140 hours @ \$9/hour) =	\$ 40,320
<b>Payroll taxes</b> (7.65% of wages earned) =	3,085
Total work experience	<u><b>\$ 43,405</b></u>

**Administrative Costs - \$1,373**

The administrative cost is calculated using the approved Indirect Cost Rate of 16% over direct salaries and benefits. Administrative costs include essential functions that must occur for the agency, such as accounting, payroll, budgeting, and administrative oversight. The calculation for admin costs is as follows:

<b>Cost Categories</b>	<b>Amount</b>
Direct Salaries	\$7,950
Fringes	629
Total Base	8,579
Attrition(*)	0
Indirect Cost Rate 16%	<b>\$1,373</b>

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Adults Mankind Organization, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **501(c)3**

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**11025 SW 84 Street, Cottage 11**

Requester's name and address (optional)

6 City, state, and ZIP code

**Miami, FL 33173**

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		

OR

Employer identification number									
5	9	-	2	8	5	1	7	1	3

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶ *[Handwritten Signature]*    Date ▶ **5/31/19**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

*- agrees to backup*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

AGENCY: Adults Mankind Organization, Inc. DATE: 09/13/19

**ORGANIZATIONAL RESPONSIBILITIES**

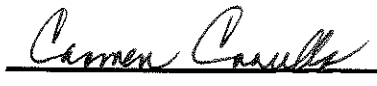
Provide the names(s) and telephone number of the person(s) who has been designated the responsibility within the following areas:

POSITION	NAME	TELEPHONE NUMBER & E-MAIL
<u>Chairman of the Board</u>	<u>Carmen Carulla</u>	<u>(305)607-5817 carmen1645@yahoo.com</u>
<u>Executive Director of the Agency</u>	<u>Ana Someillan</u>	<u>(305)271-5121 asomeillan@adulthoodmankind.com</u>
<u>Project Director</u>	<u>Irene Farinas</u>	<u>(305)271-5121 ifarinas@adulthoodmankind.com</u>
<u>Affirmative Action Officer</u>	<u>Ana Someillan</u>	<u>(305)271-5121 asomeillan@adulthoodmankind.com</u>
<u>Personnel Officer</u>	<u>Ana Someillan</u>	<u>(305)271-5121 asomeillan@adulthoodmankind.com</u>
<u>Fiscal Management Officer</u>	<u>Orestes Garabito</u>	<u>(305)271-5121 ogarabito@adulthoodmankind.com</u>

**Name**


**Signature**


- Person Authorized to Sign Contract(s) according to Corporate/ Board Resolution


Carmen Carulla 

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- Persons Authorized to Sign Invoicing Packages and Procurement Requests (Finance Manager or above)


Ana Someillan 


Orestes Garabito 

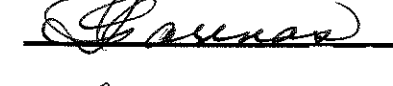
Laura Martinez 

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- Persons Authorized to Pick Up Emergency Payments/Checks


Ana Someillan 

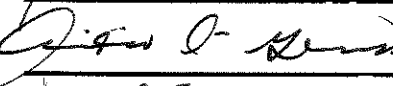
Aridio Genao 

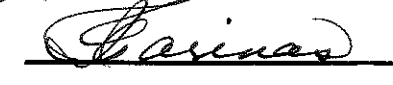
Irene Farinas 

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- Person(s) Authorized to Sign and/or Pick Up Other Relevant Documents

Ana Someillan 

Aridio Genao 

Irene Farinas 

\*Specify Title: President, CEO, Mayor, City Manager, Superintendent, etc. as applicable

• FASCIMILE SIGNATURES REQUIRED: **MUST BE BONDED**