

**WORKFORCE SERVICES
CONTRACT BETWEEN THE
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
CITY OF KEY WEST**

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

CONTRACTOR
City of Key West
3132 Flagler Avenue
Key West, FL 33040

TITLE OF CONTRACTOR'S PROGRAM
"Fire Academy Training Program- WIA Youth"
WIA Youth: 17.259

CONTRACT AMOUNT:
\$35,000.00

INDEX CODE NUMBER:
51103

CONTRACT NUMBER:
WS-YS-FATP-PY'11-03-00

CONTRACT PERIOD:
November 1, 2011 – June 30, 2012

ARTICLE I

INTRODUCTION AND CONDITIONS PRECEDENT

A. PARTIES TO CONTRACT

This Contract is made and entered into by and between the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB" and City of Key West, hereinafter referred to as the "Contractor". 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 to this Contract agree as follows below:

B. EFFECTIVE TERM

The term of this Contract shall commence upon **November 1, 2011** and terminate at the close of business on **June 30, 2012**.

C. TOTAL PAYMENT

Subject to the availability of funds to the SFWIB, the maximum amount payable for services rendered under this cost reimbursement and performance-based Contract shall not exceed **\$35,000.00** as set forth in the table below.

Both parties agree that if funding available to the SFWIB is reduced for any reason, the amount payable under this Contract may be reduced at the option and sole discretion of the SFWIB.

FIRE ACADEMY TRAINING PROGRAM	WIA Youth
Program (Instructors' Wages & Participant Costs)	\$35,000
Total Allocation	\$35,000

D. STATEMENT OF WORK

The Contractor agrees to render services in accordance with **Exhibit A, Statement of Work**, attached hereto and incorporated herein by reference hereto as if fully set forth herein.

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

E. CONDITIONS PRECEDENT

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

1. Board of Directors Requirements. The Contractor shall insure that the Contractor's Board of Directors or governing body is apprised of the fiscal, administrative and contractual obligations of the services funded through the SFWIB by passage of a formal resolution authorizing execution of the Contract with SFWIB.
2. Certificate of Corporate Status, if a Corporation. The Contractor shall submit to the SFWIB 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; that all fees and penalties 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.
3. Articles of Incorporation and Corporate By-Laws (If Applicable).
4. Limited Liability Company (LLC) Affidavit (If Applicable).
5. Financial and Compliance Audit. The Contractor is required to 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 the U.S. Office of Management and Budget (OMB) Circulars A-87, A-110, A-122 and A-133, whichever are applicable. Contractor is required to submit an original copy of the Audit Report within the time line specified in OMB A-133.

F. INSURANCE

The Contractor, as a self-insured governmental entity, shall provide to SFWIB, prior to the execution of this Contract, a letter from the Contractor stating that the Contractor is self-insured and maintains an

ongoing Self-Insurance Program as allowed under the Florida Statutes and that such self-insurance offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor. SFWIB shall not disburse any funds until SFWIB is provided with the letter of self-insurance and SFWIB has approved such document.

G. 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.

H. ANTI-NEPOTISM

Section **112.3135**, Florida Statutes, shall apply to the Contractor and its employees as this statute applies to a public official or agency.

The Contractor shall follow the provisions of section **112.3135, F.S.** with respect to individuals employed through the contracted program. This means the Contractor shall 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. 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, 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.

I. 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 a **Code of Business Ethics Affidavit, Exhibit B**, attached hereto and incorporated herein by reference hereto 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.

J. SELF-ASSESSMENT

The Contractor agrees to complete an annual **Self-Assessment Tool, Exhibit C**, attached hereto and incorporated herein by reference hereto as if fully set forth herein, and shall provide the documents set forth as **Attachment A** of the Self-Assessment Tool to the SFWIB's Office of Continuous Improvement (OCI) not later than thirty (30) calendar days after the execution of this Contract as set forth in **Exhibit E, Reporting Requirements**, attached hereto and incorporated herein by reference hereto as if fully set forth herein. Failure to submit the Self-Assessment Tool within the required time frame shall result in withholding of payment by the SFWIB.

K. NO ASSIGNMENT

The Contractor shall not assign this Contract or any rights accruing hereunder in whole or in part.

L. APPLICABLE LAWS

The Contractor shall comply with all applicable federal, state and local laws and regulations, including those of the Workforce Investment Act of 1998 and Temporary Assistance to Needy Families (TANF) (as presently in effect and as same may be amended from time to time during the term of this Contract) as well as all applicable SFWIB directives, policies and procedures, in the implementation of the terms and conditions of this Contract or modifications thereto.

The Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 74 and/or 45 CFR Part 92 and/or 29 CFR Part 97 and/or 20 CFR Part 600 *et seq.*, and all other applicable federal regulations.

M. BACKGROUND SCREENING

The SFWIB requires that employees and subcontracted personnel be screened in accordance with Sections 943.0542, 984.01 (2) (a), Chapter 435, 402 and 39.001, Florida Statutes and through the Florida Department of Law Enforcement (FDLE), Volunteer & Employee Criminal History System (VECHS) program.

Satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade Public School System (MDPS) if clearance letter is available and on file. Additionally, an affidavit of Good Moral Character must be completed and notarized for each employee, volunteer and subcontracted personnel upon hiring.

Contractor personnel that will be working directly with children shall have a completed Level 1 Screening response from the FDLE that indicates that there has been no prior involvement in any of the disallowed conditions, before beginning work in any SFWIB funded youth program. Level 1 Screenings can be accomplished electronically on line with the FDLE: www.fdle.state.fl.us/CriminalHistory/. Additionally, only employees, volunteers and subcontracted personnel with a satisfactory Level 2 background check through the VECHS may work in direct contact with children under the age of eighteen.

Any employee receiving a positive response(s) to any of the enumerated charges as defined in Level 1 and Level 2 background checks shall immediately cease working in any SFWIB funded youth program.

Within 30 calendar days of execution of this Contract, Contractor shall furnish the SFWIB with proof that background screening Level 1 was completed and proof that level 2 was initiated. If the Contractor fails to furnish to the SFWIB proof that background screening Level 1 was completed and Level 2 was initiated prior to working directly with client youths, the SFWIB shall not disburse any further funds and this Contract may be subject to termination at the discretion of the SFWIB.

The Contractor shall maintain documentation in all employee personnel files of the initiation and completion of the required background screening checks. Contractor shall retain all records demonstrating compliance with the background screening required herein in accordance with **Article III Section F**, of this contract.

The Contractor shall re-screen each employee, volunteer and/or subcontractor every five years.

END OF ARTICLE I

ARTICLE II

GENERAL CONDITIONS

A. **ADHERENCE TO THE TERMS AND CONDITIONS OF FORMAL SOLICITATION**

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B. **PUBLICITY**

The Contractor may not undertake any publicity or publish for public consumption information about Contractor's programs or program participants without prior review and written approval by the SFWIB. All radio and television paid advertisements, public service announcements, or general newspaper articles shall be coordinated through the SFWIB, and shall state that the program is funded through the SFWIB. The Contractors who receive 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 hereby agrees to 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 SFWIB's policies and procedures. Copies of these materials shall be forwarded to the SFWIB for review and written approval prior to production, publication and distribution.

When issuing statements, press releases, and other documents describing the project or programs funded in whole or in part with Federal money, all contractors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and (2) the dollar amount of Federal funds for the project or program.

C. **GRIEVANCE PROCEDURES**

The Contractor agrees to comply with all applicable Grievance and Complaint Procedures of the SFWIB and as required by State and federal law.

D. **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.

E. **BREACH OF CONTRACT**

A non-exclusive 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 the **Statement of Work, Exhibit A;**
2. The Contractor ineffectively or improperly uses SFWIB funds provided to Contractor under this Contract;

3. The Contractor does not furnish the **letter of insurance** as required by this Contract or as determined by the SFWIB;
4. The Contractor does not furnish proof of licensure, certification or proof of background screening as required by this Contract;
5. The Contractor fails to submit, or submits incorrect or incomplete proof of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
6. The Contractor does not submit or submits incomplete or incorrect required reports;
7. 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;
8. The Contractor unlawfully discriminates under any of the laws of the State of Florida, of Miami-Dade County, if providing services in Miami-Dade County, or of Monroe County, if providing services in Monroe County or of the United States;
9. The Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement;
10. The Contractor fails to correct deficiencies discovered during a monitoring, evaluation or review by any governmental body acting within the scope of its jurisdiction within the time required by the governmental body;
11. 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;
12. The Contractor fails to submit the documentation required under **Article I, Section E** of this Contract in accordance with the time periods set forth therein;
13. 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. Waiver of breach of any provisions 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;
14. The Contractor has failed, 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;
15. The Contractor has failed to comply with the Background Screening as required by this Contract;
16. The Contractor has failed to comply with Incident Reporting for Child Abuse and Sexual Harassment as required by this Contract.

F. 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 SFWIB may: (a) request the return of all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Contractor with SFWIB funds under this Contract; (b) seek reimbursement of SFWIB funds awarded to the Contractor 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, including SFWIB attorneys' fees;
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 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, including SFWIB attorneys' fees;

3. The SFWIB may seek enforcement of this Contract by any action at law or equity available to 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 SFWIB associated with such enforcement, including SFWIB attorneys' fees and attorneys' fees on appeal;
4. The SFWIB may debar the Contractor from future SFWIB contracting;
5. If, for any reason, the Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB shall, 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 which such Contractor has with the SFWIB. Such Contractor shall be responsible for all program and administrative costs of the SFWIB associated with any such termination or cancellation, including attorney's fees. Any contractor who attempts to meet its contractual obligations with SFWIB through fraud, misrepresentation or material misstatement may be debarred from SFWIB contracting for a period not to exceed five (5) years;
6. Any other remedy available at law or equity or administratively;
7. All remedies provided herein and otherwise shall all be deemed independent and cumulative.

G. DAMAGES SUSTAINED

The Contractor shall not be relieved of liability to SFWIB for damages sustained by SFWIB caused by any breach of this Contract by the Contractor, and SFWIB may withhold any payments to the Contractor until such time as the exact amount of damages due to 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 SFWIB associated with such breach, including SFWIB attorneys' fees.

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 Miami-Dade County, if providing services in Miami-Dade County, or by Monroe County, if providing services in Monroe County, the local municipality where the services are being provided, by SFWIB and the federal government. Failure to provide the foregoing items to SFWIB within thirty (30) days of written request by SFWIB may result in termination of this Contract immediately by the SFWIB.

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. PUBLIC RECORDS

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. Failure of the Contractor to allow such public access shall result in the immediate termination of this Contract or any renewal. The Contractor shall maintain public records that reside in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.

L. AUDIT, INSPECTION AND ACCESS TO RECORDS

The Contractor shall permit SFWIB or SFWIB's designees, the State of Florida and the federal government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy or transcribe Contractor's client records, financial records, supporting documents, statistical records, 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, special analysis, on-site checks 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 SFWIB, the State of Florida, or the U.S. Department of Labor or its authorized representative.

M. 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 hereto.

N. AUTONOMY

Both parties agree that this Contract recognizes the independence and autonomy of both parties hereto and implies no affiliation of any kind between the contracting 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 SFWIB's agencies or instrumentalities.

O. INDEMNIFICATION

1. For Florida Governmental Entities. The Contractor shall indemnify and hold harmless SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which SFWIB and its officers,

employees, agents, servants, 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 or subcontractors. The Contractor shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Contractor shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Contractor arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Contractor or the Contractor's officers, employees, servants, agents, partners, principals or subcontractors.

2. Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Contract and shall terminate upon the expiration of the applicable statute of limitation.

P. 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, which prior written approval shall be issued in 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.

Q. 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, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 as amended, and the regulations promulgated under such Acts, with respect to the disabled.

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 WIA, Section 188; Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA) of 1990 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 a disability without discrimination, including:

1. Making reasonable accommodation for an individual's disability;
2. Providing services in the most integrated setting appropriate to the needs of individuals with a disability;

3. Providing auxiliary aids for the vision and hearing impaired during 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 a disability; in accordance with the applicable standards of the State of Florida as set forth in "AWI/Office of Civil Rights Facility Accessibility Checklist" or shall submit to SFWIB an alternate plan to achieve physical accessibility to individuals with disabilities provided services under this Contract.

R. COPYRIGHT, PATENTS, RIGHT TO DATA

Except for the Contractor's own internal use, the Contractor shall not publish or reproduce any data or information, in whole or in part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this Contract, nor may the Contractor authorize or permit others to do so without the written consent of the federal government, through the State of Florida, until such time as the federal government may have released such data or information to the public.

As authorized by 49 CFR 18.34, the federal government, through the State of Florida, reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize the State of Florida and others to use:

1. Any work developed under this Contract or a resulting subcontract irrespective of whether it is copyrighted.
2. Any rights of copyright to which Contractor or subcontractor purchases ownership with funds provided for under this Contract.

In the event the Contractor is granted written approval from the SFWIB to utilize subcontractors to perform any services required by this Contract, the Contractor agrees to prohibit such subcontractors, by written contract, from violating any of the terms of this Section R.

S. EMPLOYMENT ELIGIBILITY VERIFICATION

Executive Order 11-02, signed January 4, 2011, by the Governor of Florida, requires AWI funded contracts to expressly require that Contractor utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

1. All persons employed during the Contract term by Contractor to perform employment duties within Florida; and,
2. All persons (including subcontractors) assigned by Contractor to perform work pursuant to this Contract, i.e., the Contractor must require its subcontractors to utilize the E-Verify system for its employees assigned to this Contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify.

The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Compliance with the requirements of this section of the Contract is required prior to commencing performance under this Contract.

The Contractor shall maintain evidence of the use of the E-Verify system in the employee's personnel file. The Contractor shall maintain a personnel file for each staff person funded under this Contract in accordance with SFWIB Policies and Procedures, State and federal laws.

END OF ARTICLE II

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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; Exhibit D, Program Performance Requirements** attached hereto and incorporated herein by reference hereto as if fully set forth herein. The Contractor shall be responsible for the enrollment of clients in a sufficient amount to assure that expenditure levels are met.

B. **PROGRAM REPORTS**

Data for reports shall be generated by the Contractor. It is the responsibility of the Contractor to ensure that adequate and timely reports are produced for internal performance monitoring purposes. Required reports shall be submitted in accordance with **Exhibit E, Reporting Requirements**.

C. **MONITORING**

The Contractor shall permit SFWIB staff and authorized agents of the SFWIB to perform random and scheduled monitoring, reviews and evaluations of the services which are the subject of this Contract. The SFWIB may monitor both fiscal and programmatic compliance with all the terms and conditions of this Contract at any and all times.

The Contractor shall permit SFWIB, and SFWIB's officers, agents or employees, to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function and requirements of SFWIB. Monitoring results and findings shall be communicated 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, SFWIB may suspend payments or terminate this Contract, in the sole discretion of the SFWIB.

D. **FILE MAINTENANCE**

The Contractor shall deliver hard copy information pertaining to the youth participant to the designated Youth Service Provider to be maintained in the youth participant's individual case file in accordance with policies and procedures established by SFWIB for customers enrolled in any of the SFWIB funded programs. This file shall include all required documents as set forth in SFWIB procedures.

E. **FILE OWNERSHIP**

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

F. **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 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 SFWIB to facilitate the duplication and transfer of any of said records or documents during the required retention period. The Contractor shall advise SFWIB of the location of all records pertaining to this Contract upon the request of SFWIB and shall notify SFWIB by certified mail within ten (10) days of moving said records if and when the records are moved to a new location.

G. CONFIDENTIALITY OF RECORDS

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 without the written permission of the participant, or participant's responsible parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by SFWIB, for purposes related to the performance or evaluation of the Contract may be divulged to SFWIB or such other persons as 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 release of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of SFWIB. No release of information by the Contractor, if such release is required by federal or state law, shall be construed as a breach of this Contract.

H. INFORMATION SECURITY OBLIGATIONS

The Contractor shall make every effort to protect and avoid unauthorized release of any personal or confidential information, as set forth in **Article III, Section G**, by ensuring both data and storage devices are encrypted. If encryption of these devices is not possible, then the Contractor shall assure that unencrypted personal and confidential SFWIB and State of Florida's data will not be stored on unencrypted storage devices.

The Contractor shall not electronically transmit any personal or confidential information. If electronic transmission of personal or confidential information is requested by anyone whatsoever, the Contractor shall obtain approval in writing from SFWIB prior to the release of personal or confidential information. Once approval is obtained, personal or confidential information data shall be encrypted by the SFWIB IT Department prior to the release of such data.

The Contractor agrees to notify the SFWIB Help Desk not later than **24 hours** following the determination of any breach or potential breach of personal and confidential SFWIB and State of Florida's data.

The Contractor shall provide notice to affected parties not later than **seven (7)** calendar days following the determination of any potential breach of personal or confidential SFWIB and State of Florida's data provided in Section 817.5681. F.S.

I. PELL GRANT AND OTHER FINANCIAL AID

The Contractor shall first access PELL and other federal, state and local financial assistance prior to committing or obligating Scholarship funds to support the training costs of an individual. Scholarship funds shall be used only to the extent other sources of funds necessary to pay for the cost of the training or tuition is not available. For training institutions or training programs that are non-PELL eligible, documentation shall be kept in the participant's case file that specifies that the training institution or program is non-PELL eligible.

The Contractors which issue Scholarships shall assist all SFWIB program participants in applying for the PELL Grant or for any other federal, state, or local grant, scholarship or entitlement funds. This shall be evidenced by a completed copy of the PELL grant application and a Student Aid Report from the Department of Education in each program participant's case file.

J. 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.

K. 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.

L. TRAINING OF STAFF

The Contractor shall ensure that employees responsible for program compliance receive appropriate grant administrative and program compliance training in:

- Required Participant File Contents (In accordance with SFWIB Policies and Procedures)
- Pass-through Entity Responsibilities (OMB Circular A-133 section .400(d))
- Contracts Management / Administration (45 CFR 74.21)

END OF ARTICLE III

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ARTICLE IV

FISCAL MANAGEMENT

A. PROGRAM INCOME

1. Program Income Shall Be Forthwith Remitted to SFWIB

Program income as defined in **Exhibit F, Definitions**, attached hereto and incorporated herein by reference hereto as if fully set forth herein, realized in operating a program under this Contract, or any modification hereto, shall be reported to and forthwith remitted to SFWIB at the end of each quarter during which the income was realized.

2. Audits Shall Contain a Program Income Schedule

All audits of the Contractor shall contain a schedule prepared by the auditor of the Contractor detailing program income realized under this Contract and said schedule and all audits shall be provided to SFWIB.

3. Contractor's Use of Program Income

WIA regulations require that program income shall be added to the total Contract award and used to provide the same services as stated in the original Contract. In the event that income shall be added to Contractor's budget in accordance with the modification provisions under this Contract, this income shall be accounted for in accordance with the terms and conditions governing all funds awarded under this Contract.

For non-WIA funds, program income in excess of one hundred dollars (\$100.00) shall be remitted to SFWIB not later than thirty (30) days after the end of quarter.

B. INTERNAL CONTROLS

The Contractor agrees to maintain Contractor's books and records in accordance with Generally Accepted Accounting Principles, (GAAP), and to institute fiscal controls to account for all monies received from SFWIB and spent to perform the Contractor's obligations under this Contract.

C. ACCOUNTING RECORDS

The Contractor shall maintain records, books, and documents (including electronic storage media) that identify SFWIB funds and which contain information pertaining to authorized expenditures, obligations, de-obligated balances, assets, liabilities, outlays or expenditures and income. These records shall also be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

D. PROCUREMENT REQUIREMENTS

The Contractor agrees to adhere to the following procurement procedures when obtaining any and all goods and services including, but not limited to, training supplies, equipment, rental agreements, construction, maintenance, professional and consultant services, necessary to perform the services and obligations of the Contractor pursuant to this Contract.

1. Procurements purchased by the Contractor: The Contractor shall keep a record of the entities contacted for the purpose of securing any quotes and shall record the quotes received. Contractor shall submit such documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment for the goods or services.
2. Procurements for office supplies, i.e. paper, pens, toner, etc., regardless of costs, shall be the sole responsibility of the Contractor.
3. Procurements for office furniture (i.e. desks, chairs, file cabinets, etc), regardless of costs, shall be purchased by the SFWIB.
4. Procurements for computers must be purchased by the SFWIB. Any software application to be installed on computers purchased by the SFWIB must be purchased by the SFWIB.
5. The Contractor shall not enter into Professional Services Agreements or subcontracts to render services described in Exhibit A, Statement of Work without the prior written approval of the SFWIB.
6. Procurements shall be subject to the federal, state and local laws related to nepotism, conflict of interest and criminal and fraudulent activities.
7. The Contractor shall reimburse SFWIB for any funds expended under this Contract when the Contractor does not or cannot produce the documents required to demonstrate to the satisfaction of SFWIB that the procurement requirements of this Section have been followed.

E. INVENTORY (NOT APPLICABLE)

The Contractor shall reconcile the General inventory of all property purchased with SFWIB funds. The timeframe for completion shall be established by the SFWIB and shall be communicated to the Contractor in the form of written instructions. The Contractor shall submit a completed, signed and dated Capital Inventory Report electronically to the SFWIB Facilities Unit and forward the original hand delivered or mailed to the SFWIB Facilities Unit as set forth in the written instructions.

SFWIB shall conduct random and scheduled inventory reviews at Contractor's locations throughout the program year. Upon request by the SFWIB, the Contractor shall reconcile the inventory. If discrepancies are discovered, and upon request by the SFWIB, the Contractor shall provide reimbursement, based upon the depreciation value of the missing items.

The Contractor may utilize such property for another SFWIB funded activity with the prior approval, in writing, by the SFWIB. The Contractor may not sell, trade, transfer, dispose, or remove any property without the expressed written consent of the SFWIB.

F. FINANCIAL CLOSEOUT

The Contractor shall comply with all provisions of SFWIB's **Financial Closeout Procedures, Exhibit G**, attached hereto and incorporated herein by reference hereto as if fully set forth herein, upon the expiration of this Contract. The Financial Closeout required by 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.

G. BUDGET SUMMARY

The Contractor agrees that all expenditures shall be made and all costs incurred by the Contractor in accordance with **Exhibit H, Budget for Program Costs**, attached hereto and incorporated herein by reference hereto as if fully set forth herein.

The Contractor shall be allowed to shift funds within the Contractor's program line item budget. All budget modifications shall be approved, in writing, by the authorized representative of the Contractor and shall be forwarded to the SFWIB Contract Manager for processing. Any expenditure made and incurred prior to formal approval by the SFWIB of a written budget modification request may be disallowed in the sole discretion of the SFWIB.

Variances greater than fifteen percent (15%) in any budgeted line item shall require the prior written approval of the SFWIB Executive Director. Approved budget modifications shall replace **Exhibit H** as **Exhibit H-1**, a copy of which shall be attached hereto and incorporated herein by reference hereto as if fully set forth herein.

The Contractor shall amend the budget, if applicable, at the end of the third (3rd) program year quarter and a final fourth (4th) quarter modification shall be allowed and submitted, not less than thirty (30) calendar days prior to the expiration of this Contract.

H. CONTRACTOR'S COST ALLOCATION PLAN

The Contractor shall develop and implement a cost allocation plan which is in conformity with the requirements set forth in OMB Circulars A-87 A-122, and A-133, and the One-Stop Comprehensive Financial Management Technical Assistance Guide, dated July 2002, which is published by the U.S. Department of Labor. The Guide can be found at:

http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf.

Expenses charged, in whole or in part, to the funds awarded under this Contract shall be in accordance with said cost allocation plan. The Final Guidance on Cost Allocation Plans for Regional Workforce Boards can be found at:

<http://www.floridajobs.org/pdg/guidancepapers/050FinalRwbCapProcedures072805.pdf>.

The Contractor shall submit Contractor's cost allocation plan to SFWIB as set forth in **Exhibit C, Self-Assessment Tool, Attachment A** attached hereto and incorporated herein by reference hereto as if fully set forth herein.

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

I. SFWIB'S COST ALLOCATION PLAN

This Contract comprises a portion of the overall Region 23's utilization of funding. The Contractor acknowledges that the Contractor shall be responsible for utilizing the funding provided under this Contract for participant costs in a consistent manner during the term of this Contract so that the SFWIB is able to maintain the SFWIB's cost allocation plan.

If the SFWIB cannot maintain the SFWIB's cost allocation plan due to the Contractor's inconsistent utilization of Contract funds then any over-expenditure that may be experienced by the SFWIB shall be charged, in whole or in part, to the Contractor based upon Contractor's pro-rata share of the impact caused by the over-expenditures.

J. PARTICIPANT COSTS

The Contractor shall pay for participant costs directly and seek reimbursement under this Contract from SFWIB. SFWIB reserves the right to monitor Contractor's utilization of these funds and to de-obligate or re-obligate said funds if the Contractor demonstrates an inability to effectively manage the funds allocated. The Contractor shall be solely responsible for any portion over-utilized during the term of this Contract.

K. DEOBLIGATION FOR NON-PERFORMANCE

The SFWIB reserves the right, in the sole discretion of the SFWIB, to 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.

L. 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. The Contractor shall submit a written request to the SFWIB Executive Director which specifies the amount and the reason for the decrease. Approval of a decrease shall be in the sole discretion of the SFWIB.

M. MONTHLY INVOICING

1. Requests for Payment. The SFWIB agrees to pay all budgeted costs incurred by the Contractor which are allowable under SFWIB guidelines. To receive payment for allowable costs the Contractor shall submit an invoice package which shall include a **Contract Invoice - Exhibit I**, attached hereto and incorporated herein by reference hereto as if fully set forth herein, General Ledger, and Payroll Register. The SFWIB must receive the invoice package not later than the seventh (7th) business day of the month following the month in which 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 make payment to the Contractor.

Failure to submit an original signed Contract Invoice, General Ledger, and Payroll Register in a manner deemed correct and acceptable by the SFWIB and by the seventh (7th) business day of each month following the month in which the services were delivered shall be considered a breach of this Contract.

The Contractor agrees to maintain **originals** of cancelled checks or a legal copy of the cancelled checks, 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 F Record Retention** and **Article II, Section L, Audit, Inspection and Access to Records**.

2. Processing the Request for Payment. The parties agree that the processing of a payment request by the Contractor shall be completed within fifteen (15) business days or less after receipt of the request by the SFWIB if the required invoice package and required supporting documentation are complete, satisfactory, and have been approved by the SFWIB. It is solely the responsibility of the Contractor to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the SFWIB.

N. LATE INVOICING

Invoices submitted after the due date (the seventh (7th) business day of the month following the month in which services were provided) shall automatically be charged a five percent (5%) penalty of the amount invoiced. Invoices submitted more than five (5) business days following the due date shall automatically be charged an additional five percent (5%) penalty of the amount invoiced.

O. TRAINING SERVICES EXPENDITURE REQUIREMENT (NOT APPLICABLE)

Under the Workforce Investment Act of 1998 (WIA) fifty percent (50%) of the funds awarded shall be expended toward scholarships and scholarships-related expenditures, on-the-job training and customized training. These expenditures include, but are not limited to, staff salaries which are directly related to the provision of training services, tuition, books, supplies, tools and other required items.

The Contractor agrees to expend one-hundred percent (100%) of the WIA funds allocated for scholarship and scholarships-related expenditures so that the fifty percent (50%) requirement is met. Failure to comply with this requirement may result in deobligation of current funds or non-consideration for future funding.

P. EXPENDITURE OF PUBLIC FUNDS FOR FOOD, BEVERAGE AND DINING ACTIVITY

The Contractor shall comply with section 445.007(10), Florida Statutes, and with any policy promulgated in accordance with 445.007(10) by Workforce Florida, Inc. and SFWIB. The Contractor shall not purchase with state or federal funds any food, beverage or dining activity. This prohibition does not affect reimbursements for meals consistent with any SFWIB approved travel policy. State and federal funds may be used to provide food, beverage or dining activities for workforce youth programs (those programs defined as "youth programs" under state or federal law) provided that participants are not reimbursed in excess of the state per diem amounts for the specific meal, or if contracted for by the SFWIB, that such expenditures for all food and beverage per person per meal (including any associated costs such as, but not limited to, sales tax and service) shall not exceed those amounts stated in section 112.061 (6)(b), Florida Statutes.

Q. EXPENDITURE FOR TRAVEL EXPENSES

The Contractor shall comply with section 112.061 of the Florida Statutes, and with any policy promulgated in accordance with 112.061 by Workforce Florida, Inc. and SFWIB. The statute and related policies contain specific guidelines with respect to authorization to incur travel expenditures, meals while on travel status, per diem allowances, allowed transportation expenditures, lodging, expense reimbursements and the use of travel advances. A copy of the State approved Travel Manual is available upon request and is posted on the Florida Department of Economic Opportunity (DEO) (formerly AWI) web site at: www.floridajobs.org.

R. SALARY & BONUS LIMITATION

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditures shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. **The incurrence of costs and receiving reimbursement for these costs under this Contract certifies that the Contractor has read the above special condition and is in compliance. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.**

Executive Level II salary is \$179,700 effective January 2011, as established by the Office of Personnel Management, as set forth in the Salary Table, Rates of Pay for the Executive Schedule:

(<http://www.opm.gov/oca/11tables/pdf/ex.pdf>).

The Contractor shall complete and submit on March 1, 2012, an **Annual ETA Salary Cap Analysis - Certification Form** to SFWIB certifying that the highest paid employees charged to this Contract are within the salary and bonus cap limit. The latest Certification Form can be obtained from SFWIB Finance. Along with the Certification Form, copies of IRS W-2 forms and supporting documentation showing that employees are within the cap limit shall be submitted to SFWIB. If an employee exceeds the ETA annual salary and bonus rate cap, a check must be issued in the name of "South Florida Workforce Investment Board" for the amount of unallowable salary and bonus in excess of the cap limit along with supporting documentation indicating the ETA funding streams affected.

S. RETURN OF FUNDS

The Contractor shall return to the SFWIB any overpayments due to unearned funds 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. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the SFWIB. In the event the SFWIB first discovers any overpayment has been made, the SFWIB Executive Director will notify the Contractor by letter of such findings. Should repayment not be made forthwith, the Contractor will be charged interest at the lawful rate of interest on the outstanding balance after SFWIB notification or Contractor discovery.

T. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

The Contractor agrees that, if applicable, Contractor shall comply with all applicable OMB circulars, such as A-21, A-87, A-102, OMB A-110, A-122, and A-133, as applicable.

U. CONSTRUCTION AND RENOVATION OF FACILITIES USING FEDERAL FUNDS

The Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

END OF ARTICLE IV

ARTICLE V

ASSURANCES AND CERTIFICATIONS

A. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 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 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 SFWIB with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. 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 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 Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to SFWIB for an accounting of any authorized and unauthorized disclosures; and
8. Making all internal practices, books and records related to PHI available to 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 Protected Health Information.

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.

B. CERTIFICATION REGARDING LOBBYING

The Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. The Contractor shall provide a completed Certification Regarding Lobbying.

C. LOBBYING - FLORIDA STATUTE

The Contractor shall comply with the provisions of Sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

D. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

When applicable, as required by the regulations implementing Executive Order (EO) No. 12549 and 12689, Debarment and Suspension 29 CFR 98, the Contractor must not be, presently nor previously within a three-year period preceding the effective date of the contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs. The Contractor shall provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

E. CERTIFICATION REGARDING CLEAN AIR ACT AND WATER POLLUTION ACT

The Contractor agrees that if this is a Contract for more than \$100,000, then Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. SFWIB shall report violations to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

F. CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT

The purpose of the **Florida Clean Indoor Air Act** is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in Section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Department of Health. The Contractor shall provide a completed Certification Regarding the Florida Clean Indoor Air Act.

G. THE PRO-CHILDREN ACT

If this contract provides services to children up to age 18, the Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, this Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

H. 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.

I. PUBLIC ENTITY CRIMES

The Contractor shall comply with the Public Entity Crimes Act (§ 287.133, Florida Statutes) and the Contractor certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Contractor understands and agrees that the Contractor is required to inform SFWIB immediately upon any change of circumstances regarding this status. The Contractor shall provide a completed Public Entity Crimes Certification.

J. CERTIFICATION OF A DRUG FREE WORKPLACE

The Contractor shall comply with the Federal Drug Free Workplace Act of 1988, the implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission. The Contractor shall provide a completed Drug Free Workplace Requirement Certification.

K. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Investment Act of 1998, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawful admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C 2000d et seq., which prohibits discrimination against qualified individuals from participating or receiving benefits in any Federal Assisted Programs on the basis of race, color, or national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
5. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in educational programs;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
7. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;
8. 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR Parts 260-265, and other applicable federal regulations and policies promulgated hereunder; and
9. Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR, Part 60 and 45 CFR Part 80; if applicable.

The Contractor also assures that Contractor will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to

carry out the WIA 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.

L. VETERANS' PRIORITY PROVISIONS

This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services.

M. SARBANES-OXLEY ACT OF 2002

The Contractor assures that the Contractor will comply with the two provisions of the Sarbanes-Oxley Act (SOX) that apply to all corporate entities, including non-profit organizations. These two provisions are as follows:

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

N. COMPLIANCE WITH ENERGY EFFICIENCY PROVISION

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency, if applicable, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

O. COMPLIANCE WITH THE HATCH ACT

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

P. INCORPORATION OF COMPLIANCE WITH SPECIFIC APPROPRIATION 2006 OF THE 2011 GENERAL APPROPRIATIONS ACT PROVISIO AND 2011 APPROPRIATIONS IMPLEMENTING BILL REQUIREMENTS BY REFERENCE

The requirements of "the Specific Appropriation 2006, and associated proviso, of the 2011 General Appropriation Act, subsection (10) and (11) under section 445.007, Florida Statutes" set forth in **Attachment 1** attached hereto are incorporated herein by this reference and Contractor agrees to comply with the same. The Contractor shall provide a completed "Contractor Disclosure and Certification."

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Q. GRATUITIES

The Contractor agrees that 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 a 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, or granddaughter.

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 years.

R. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117) and the federal funding restrictions of covered organizations as defined in the Defund ACORN Act (H.R. 3571).

S. REFERENCES TO AGENCY FOR WORKFORCE INNOVATION (AWI)

All references to the Agency for Workforce Innovation or AWI shall change to the Department of Economic Opportunity upon the effective date established by law without further modification of this Contract.

END OF ARTICLE V

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SIGNATORY FORM

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

AUTHORIZED SIGNATURES FOR: **City of Key West**
PROGRAM ENTITLED: **"Fire Academy Training Program- WIA Youth"**
CONTRACT NUMBER: **WS-YS-FATP-PY'11-03-00**
CFDA NUMBERS: **WIA: 17.259**

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

(For use Only When Contractor is a Governmental Entity)

1a. _____ 1b. _____
Signature of Authorized Official(s)

_____ Date _____ Date

2a. _____ 2b. _____
Print Name of Authorized Officials

3a. _____ 3b. _____
Title of Authorized Officials

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

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY: _____ Date _____
Rick Beasley
Executive Director, SFWIB

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EXHIBITS:

- Attachment 1 – Modification to Workforce Florida, Inc. Contracting Policy (to Implement 2011 Appropriations Proviso)**
- Exhibit A – Statement of Work**
- Exhibit B – Code of Business Ethics Affidavit**
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- Exhibit F - Definitions**
- Exhibit G - Financial Closeout Procedures**
- Exhibit H - Budget for Program Costs**
- Exhibit I – Contract Invoice**

MODIFICATIONS TO
WORKFORCE FLORIDA, INC. CONTRACTING POLICY

BACKGROUND:

The following policy was established in accordance with proviso language for Specific Appropriation 2214 of the 2010 General Appropriations Act and the 2010 Appropriations Implementation Bill and continues in accordance with Specific Appropriation 2006 of the 2011 General Appropriations Act.

The proviso language for Specific Appropriation 2006 prohibits the use of state or federal funds by a regional workforce board “for any contract exceeding \$25,000 between a regional workforce board and a member of that board that has any relationship with the contracting vendor, unless the contract has been reviewed by the Agency for Workforce Innovation and Workforce Florida, Inc.” The proviso language is incorporated into and made a part of this policy.

POLICY:

I) Definitions.

For the purposes of this policy, the following definitions apply:

- a) “Board” means one of Florida’s twenty-four regional workforce boards or Workforce Florida, Inc.
- b) “Contract” means a written agreement funded by state or federal funds, to which a regional workforce board or Workforce Florida, Inc. (“WFI”) is one of the parties. It includes the initial contract and all amendments, renewals or extensions. For purposes of this policy, “contract” includes the proposed contract. This term does not include:
 - i) retail purchases for which no written contract is executed; and
 - ii) the purchase of utility services for use by a board.
 - iii) staff employment contracts (other than contracts with members of the board or relatives of board members)
 - iv) membership fees and sponsorships to professional organizations
- c) “Entire board” means the complete membership of the board at the time a contract is submitted to a vote. It includes the board member who has a relationship with the contracting vendor and who therefore must abstain on the vote on the contract. Membership of the board includes non-voting members.
- d) “Quorum” means that minimum number of members of the board required to be present in order for the board to transact business as established by the board’s bylaws (or, in the absence of bylaws, as has otherwise been established by the board.)
- e) “When a quorum has been established” means the contemporaneous meeting of a sufficient number of members to constitute a quorum, in person and/or through accepted electronic means.

- f) “has any relationship with the contracting vendor” means the member is an owner or a principal of the vendor, or a principal of the vendor has retained the member, or the parent organization or subsidiary of a corporate principal of the vendor has retained the member or a member’s known relative or member’s business associate is an owner of the vendor. For purposes of this policy, vendor, contractor and subrecipient are the same.
- g) “benefit financially from a contract” means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member’s relative or business associate or to a board employee and such benefit is not remote or speculative. “Personally benefit financially” means a special private financial gain to a member only.
- h) “Owner” means any ownership interest in a privately owned contracting entity or a majority interest in a publicly held contracting entity.
- i) “Principal of a contractor” means an owner or high level management employee with decision making authority.
- j) “Relative” means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. § 112.3143(1)(b), Fla. Stat.
- k) “Utility services” include telephone, cable, electricity, water, gas, waste and sewage services and other similar services.
- l) “federal, state or other governmental workforce programs” means Incumbent Worker Training (s. 445.003(3)(a)(3), F.S.), Quick Response Training (s. 288.047, F.S.), Employed Worker Training, On the Job Training, customized training and other One-Stop training provider services.

II) Prohibition Against A Board Contracting With Its Board Member

No workforce board (Workforce Florida, Inc. or a regional workforce board) shall enter into a contract with one of its own board members, with an organization represented by its own board member or with any entity where a board member has any relationship with the contracting vendor.

At a board’s discretion, the following may be exempted from the above paragraph:

- a) A contract with an agency (as defined in s. 112.312(2), including, but not limited to, those statutorily required to be board members) when said agency is represented by a board member and said member does not personally benefit financially from such contracts;
- b) A contract with a board member or a vendor (when a board member has any relationship with the contracting vendor) when the contract relates to the member’s appointment to the board under Pub. L. No. 105-220, (“Workforce Investment Act”) Title I, s. 117(b)(2)(A)(vi) [“representatives of the one-stop partners].

- c) A contract with a member receiving a grant for workforce services under federal, state or other governmental workforce programs.
- d) A contract between a board and a board member which is not exempted under paragraphs II(a), II(b) or II(c) where the board documents exceptional circumstances and/or need and the board member does not personally benefit financially from the contract. Based upon criteria developed by WFI, AWI shall review the board's documentation and assure compliance.

Each contract which is exempted from the general prohibition in paragraph II must meet the requirements set forth in paragraph III below, including, but not limited to, the requirements of the Workforce Investment Act of 1998 "conflict of interest" provisions. However, since the proviso language for Specific Appropriation 2006 requires WFI to perform the review and approval process pertaining to regional workforce board contracts, WFI contracts shall not be subject those provisions of this policy pertaining to review and approval processes.

III) Requirements of Section 445.007.

A board must comply with all requirements of section 445.007 prior to contracting with a board member or other person or entity who could benefit financially from a contract (as defined in paragraph I(g) above). These requirements are:

- a) All contracts between the board and a board member or other person or entity who may benefit financially from a contract (as defined in paragraph I(g) above) must be approved by a two-thirds vote of the board when a quorum has been established and the approval of such contracts shall not be delegated to staff or committees.
- b) The fact that a board member or other person or entity could benefit financially from the contract (as defined in paragraph I(g) above) must be disclosed in the meeting, and made part of the minutes of the meeting before the vote is taken. The board member's absence from the meeting does not relieve the board from the disclosure and 2/3 vote requirements. All other known conflicts must be disclosed before the vote. If a board member discovers a conflict of interest after the vote, then the conflict must be disclosed in a procedure consistent with s. 112.3143(4)(b). Board members who could benefit financially from the contract or who have any relationship with the contracting vendor (as defined in paragraph I(f) above) must abstain from voting on the contract. A board member's designee cannot vote in the place of a board member who is required to abstain.
- c) Board contracts equal to or greater than \$25,000 shall not be executed prior to the written approval of WFI.
- d) The board must submit all contracts equal to or greater than \$25,000 with board members or other persons or entities who could benefit financially from the contract to the Agency for Workforce Innovation ("AWI") along with documentation, as specified by this policy, demonstrating compliance with section 445.007.
- e) Contracts under \$25,000 with a board member or other persons or entities who could benefit financially from the contract (as defined in paragraph I(g) above) must be

approved by a two-thirds vote of the board when a quorum has been established and meet the other requirements of s. 445.007, but are exempt from the AWI and WFI's review and recommendation process and do not need to be reported..

- f) Contracts with a board member or other persons or entities who could benefit financially from the contract (as defined in paragraph I(g) above) in which the board is receiving monies or other compensation (such as a board member paying rent to the board or paying for board services) are exempt from this policy.
- g) The term "contract" includes the initial contract and all amendments, renewals, or extensions. Renewals or extensions of contracts with a board member or persons or entities who could benefit financially from the contract must be approved under the same procedure as if the renewal or extension were an original contract. Any amendments to a contract which could benefit financially a board member or another person or entity (as defined in paragraph I(g) above) must be approved under the same procedure as if the amendment were an original contract. Any amendments which do not benefit financially a board member or other person or entity (as defined in paragraph I(g) above) may be approved by a regular majority vote where there is a quorum according to board rules and/or bylaws.
- h) All other requirements of section 445.007(1) must be met. For example, a board member must continue to disclose any conflict of interest in a manner that is consistent with the procedures outlined in s. 112.3143.
- i) In order to comply with the requirements of section 445.007, a board's policy shall advise and require board employees to disclose known conflicts of interest and notify the board of any contracts which may benefit them personally. In order to comply with the requirements of section 445.007, a board's policy shall advise and require all parties to a contract to disclose all known conflicts of interest and notify the board of all board members or other persons or entities known to benefit financially from the contract (as defined in paragraph I(g) above).
- j) A contract which is initially subject to the requirements of s. 445.007 due to a board member's, an employee's or another person's or an entity's conflicts of interest at the time of approving the contract is not subject to these procedures after the departure of the member from the board membership, the departure of the employee from the board's employ or other actions has removed the conflicts of interest.
- k) The above requirements do not eliminate or diminish the board's obligations to comply with Section 117(g) of the Workforce Investment Act of 1998 (Public Law 105-220) ("WIA") "Conflict of Interest" procedures.

IV) Review criteria.

Contracts equal to or greater than \$25,000 with a board member or other person or entity who could benefit financially from the contract (as defined in paragraph I(g) above) must be reviewed by AWI to ensure that these requirements have been met:

- a) The board approved the contract with a two-thirds vote of the board when a quorum has been established;
- b) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor disclosed any such conflicts prior to the board vote on the contract; and
- c) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor abstained from voting.

V) Required Documentation.

For each contract equal to or greater than \$25,000, the board must electronically submit after the board's approval of the contract a completed contract information form certified by the board chair as correct and true to [*identify mailbox address*] containing the following information:

- a) Identification of all parties to the contract.
- b) Description of goods and services to be procured.
- c) Value of the contract, contract renewal or contract extension.
- d) Contract term
- e) Contract number or identifying information, if any
- f) Identification of board member or employee whose conflict of interest required the board's approval of the contract by 2/3 vote.
- g) The nature of the conflict of interest in the contract.
- h) A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting and for those in attendance, the affirmative and negative votes and abstentions for each member.
- i) Dated and executed conflict of interest forms, which are consistent with the procedures outlined in s. 112.3143, submitted at or before the board meeting, for board members who have any relationship with the contracting vendor (as defined in paragraph I(f) above)
- j) Other information as specified on the contract information form.

AWI and WFI will review this documentation to ensure compliance with the statutory requirements listed in paragraph III above. Failure to timely provide all required documentation or failure to complete the form shall result in immediate disapproval of the contract and require resubmission of documentation and form. AWI will electronically submit in writing to WFI within five (5) business days of receiving all of the required documentation its recommendation whether the statutory requirements were met. WFI will then electronically transmit in writing within three (3) business days after receipt of the AWI's written recommendation its approval or disapproval. The board may not execute the contract until WFI approves the contract.

VI) Request for Review When Contract Approval Is Denied.

A party to the contract may request a review of WFI's disapproval of a contract. Strict compliance with the following procedures is required.

- a) The request for review must be in writing, must state specific grounds for review, and must provide all information required for review of the stated grounds. Failure to state specific grounds may be cause for denial of the request without further review.
- b) The request for review must be received by WFI not later than ten (10) calendar days from the date of WFI's denial and may be submitted electronically to [identify name of electronic mailbox] or by any other means of delivery, i.e. mail service, hand delivery or facsimile. Any request for review that is not received by WFI within this timeframe will be rejected without further consideration.
- c) Within seven (7) calendar days of receipt, the WFI President or designee will issue a final decision on the request for review. The Chair of Workforce Florida or its Board of Directors may direct the President to present such reviews to the Executive Committee. No review under this policy will be presented to the WFI Board of Directors unless, at the discretion of the Chair, such full board review is deemed to be necessary.

VII) Effective Dates of Policy

- a) These modifications shall be in effect upon WFI's adoption. The Workforce Florida, Inc. Contracting Policy adopted May 13, 2010 shall be in effect until the adoption of these modifications.
- b) All references to the Agency for Workforce Innovation or AWI shall change to the Department of Economic Opportunity upon the effective date established by law without further modification of this policy.

CONTRACT INFORMATION FORM

This form is to seek approval of a contract valued at \$25,000 or more involving a conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

I, _____, hereby certify the following information regarding a contract that came before the _____ (Regional Workforce Board).

a. Identification of all parties to the contract: _____

b. Description of goods and services to be procured: _____

c. Value of the contract/renewal/extension: _____

d. Contract term: _____

e. Contract number or other identifying information, if any: _____

f. Identification of board member or employee whose conflict of interest required the board's approval of the contract by 2/3 vote.

g. The nature of the conflicting interest in the contract: _____

h. The board member with the conflict of interest was/was not present when the board voted to approve the contract.

i. A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting and for those in attendance, the affirmative and negative votes and abstentions for each member.

j. Dated and executed conflict of interest forms, which are consistent with the procedures outlined in s. 112.3143, submitted at or before the board meeting, for board members who have any relationship with the contracting vendor (as defined in paragraph I(f) of the Workforce Florida, Inc. contracting policy.)

I certify that the information above is true and correct.

Date filed

Signature of Board Chair*
or designee of the Board

* Must be certified and attested to by the Board Chair or designee of the Board.

**DISCLOSURE OF BOARD MEMBER'S OR EMPLOYEE'S
CONFLICT OF INTEREST IN THE CONTRACT**

I, _____, am a board member / an employee of the board (circle one). I hereby disclose that:

I could benefit financially from the following contract (provide name of parties to contract and description of the contract):

I could benefit financially from the contract in the following manner:

“Benefit financially from a contract” means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member’s relative or business associate or to a board employee and such benefit is not remote or speculative.

Date filed

Signature of Board Member/Employee

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD’S VOTING TO APPROVE THE CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE CONTRACT MUST BE APPROVED BY A 2/3 VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERCEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLA. STAT. OR SECTION 117(g), WIA.

CONTRACTOR DISCLOSURE AND CERTIFICATION

For purposes of the contract between _____ (Regional Workforce Board) and _____ (contractor), the following disclosure is made:

The principals* and owners** of the contracting entity:

___ have no relative who is a member of the board;

___ have a relative who is a member of the board, whose name is _____.

There is / is not (circle one) a principal or owner who is a member of the board. If applicable, the principal's or owner's name is _____.

There is / is not (circle one) a principal or owner who is an employee of the board. If applicable, the principal's or owner's name is _____.

* "Principal" means an owner or high level management employee with decision-making authority.

**"Owner" means a person having any ownership interest in the contractor.

I hereby certify that the information above is true and correct.

Date filed

Signature of Authorized Representative

Printed Name

Title

STATEMENT OF WORK

CITY OF KEY WEST FIRE DEPARTMENT
FIRE ACADEMY TRAINING PROGRAM

November 1, 2011 – June 30, 2012

The City of Key West Fire Department (KWFD) hereby agrees to provide services as described herein in compliance with the conditions herein stated:

I. PROGRAM DESCRIPTION

- A. The City of Key West Fire Department (KWFD) in coordination with Key West High School (KWHHS) developed a Fire Academy Program to provide instructions to junior and senior students attending KWHHS with the goal of facilitating the students to become Firefighter One Level in the Florida State Fire College System. After graduation the students will continue to acquire Firefighter Two Level and the Florida State Certification at the Monroe County Fire Academy (MCFA), and the Emergency Medical Technician Basic to be eligible for entry level employment with several Fire Departments in Monroe County, including the KWFD.
- B. The Fire Academy Program through the coordination with MCFA will provide First Response Medical Instructions and the Basic Fire Fighting Curriculum. Also, the MCFA will use their facility to provide live burn instructions. KWHHS will provide learning materials to include books, transportation and software.
- C. The KWFD in conjunction with KWHHS, MCFA, and South Florida Workforce Investment Board (SFWIB) through SFWIB's Contractor: Youth Co-Op, Inc., shall implement activities to deliver long term strategies to improve employment equity for young adults interested in employment as Firefighters through an instructional and mentoring program entitled the Key West Fire Academy Training Program.
- D. The KWFD working with KWHHS, MCFA, and SFWIB through SFWIB's Contractor Youth Co-Op, Inc. will initiate an entry level pipeline for young adults so that they may gain skills and work experience in the field of firefighting. The program will assist young adults to gain and understanding of the firefighter duties and responsibilities and will include training and hands-on experiences that will provide work experience activities in a professional work environment.
- E. The Key West Fire Academy Training Program is scheduled to begin November 1, 2011 and end no later than June 30, 2012.
- F. The underlining premise of the Key West Fire Academy Training Program is to target a minimum of ten (10) students to receive adequate training, a high school diploma, a credential, to become employable and to be placed in entry level positions within the Key West Fire Department or other Monroe County Emergency Service Agencies.
- G. The Key West Fire Academy Training Program shall serve as a feeder program for the recruitment of qualified young adults with entry level experience as firefighters within the Fire Department's overall employment program.

II. PROGRAM ENROLLMENT/ACTIVITIES

- A. Students enrolled in the Key West Fire Academy Training Program must meet the following Workforce Investment Act (WIA) eligibility requirements:

1. Between the ages of 16 through 21; and
2. A citizen of the United States or an eligible non-citizen who is authorized by the immigration and Naturalization Service; and
3. In compliance with the Selective Service Act (only relevant for males 18–21); and
4. Is a resident of Monroe County; and
5. Attends Key West Senior High School; and
6. Meet family income eligibility standards (if applicable); and
7. Meets one or more barriers to employment.

B. KWFD shall be responsible for the following, but are not limited to:

- Recruit, refer and accept in-school youth referrals to/from SFWIB’s Contractor: Youth Co-Op, Inc.;
- Develop specific training curriculum with KWHS and MCFA;
- Coordinate and conduct program orientation;
- Provide meaningful professional training experiences;
- Provide measurable goals and objectives for the students;
- Provide networking and mentoring opportunities;
- Provide appropriate work space, equipment, supplies and uniforms;
- Maintain time and attendance of the trainees (**Attachment 1 – Participant’s Timesheet Summary Form**); and
- Prepare evaluation on youth at end of program training activities (copies to be given to SFWIB’s Contractor: Youth Co-Op, Inc. to be maintained in the participant’s case file.)

C. Key West Fire Academy Training Program will align with the above agencies to provide an enhanced training and work environment that will include, but are not limited to:

- Creating a work program that is a combination of education, training and hands-on experiences;
- Creating mentorships;
- Providing a learning environment to meet the needs of the workplace and the young adult to include a job shadowing component;
- Ensuring that young people have equal access to career development and promotional opportunities within the Fire Department;
- Developing and coordinating appropriate training and information programs to ensure that the Fire Department is empowered to meet program goals;
- Developing recruitment and employment retention strategies through partnerships with educational institutions, other municipal agencies and community-based organizations;
- The young adults will gain valuable work skills, build a resume; increase their self esteem, gain valuable work readiness skills and tangible workplace experience.

D. SFWIB’s Contractor: Youth Co-Op, Inc. will enroll youth into their regular WIA In-School Youth Program and will determine program eligibility. Youth Co-Op, Inc. will be responsible for all WIA program requirements from intake to follow-up services for the in-school youth program.

III. MARKETING/PUBLICITY

Proactive public relation activities by the Contractor shall have prior written approval from SFWIB as set forth in **Article II, Section B of the Contract**.

IV. METHOD OF PAYMENT

- A. The method of payment for services rendered under the Contract shall be set forth in **Article IV, Section I of this Contract.**
- B. The amount payable to the Contractor, for instructors' wages and youth participant costs under this Contract, shall not exceed **\$35,000.00**. The award will cover instructors' wages, equipment for the students, physical examinations/drug screening, classroom training, orientation, agility tests, CPR and EMT training, and uniforms (shirts, pants, badges, shoes, etc.).

V. ADDITIONAL PROGRAM PERFORMANCE DELIVERABLES

- A. In addition to the Workforce Investment Act Performance Standards, the KWFD shall attain the below deliverables:
 - 1. 100% youth will be enrolled in program (a minimum of 10 students);
 - 2. 100% of youth will receive a training orientation;
 - 3. 100% of youth will receive a program evaluation;
 - 4. 100% of the youth receiving support services must verify with a signature contained in/on a receipt log (**Attachment 2 – Training/Equipment/Tools Receipt Log**); and
 - 5. 100% of youth shall have a case file maintained by the KWFD
 - 6. 85% of the youth enrolled in program will complete the program;
 - 7. 85% of the youth enrolled in the program will attain a high school diploma;
 - 8. 85% of the youth will obtain a Firefighter One Certificate;

INTENTIONALLY LEFT BLANK

KEY WEST FIRE ACADEMY TRAINING PROGRAM TRAINING/EQUIPMENT/TOOLS RECEIPT LOG

TRAINING/EQUIPMENT/TOOLS

DESCRIPTION OF ITEMS	PARTICIPANT'S SIGNATURE	PRINTED NAME	DATE RECEIVED
FIREFIGHTER 1 TEXTBOOKS			
BUNKER GEAR (Coat, Pants, Helmet, Boots)			
UNIFORMS (Pants, T-shirts, Shoes)			
INSTRUCTION TOOLS, AED TRAINER			
EQUIPMENT (Gloves, Hoods, Hand Tools)			
FIRST RESPONDER TEXTBOOKS			
BACKGROUND SCREENING/FINGER PRINTING			
TRANSPORTATION TO LIVE BURNS			
CPR CERTIFICATION			
PHYSICAL EXAMINATION/DRUG SCREENING			

(Each participant must verify with their signature receiving any of the above items at the time of receipt)

Contractor's Staff Signature Verifying Receipt _____

Printed Name _____

Date _____

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: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title

_____/_____-____/____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

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

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public -- State of _____

Notary Seal

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

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

This certification is to assure SFWIB that the contracted Agency has adequate administrative procedures in place to ensure that funds disbursed by SFWIB will be safeguarded as outlined in OMB circulars and the Code of Federal Regulations. This certification is not a waiver concerning Administrative, Programmatic, or Quality Assurance Monitoring. SFWIB reserve 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 Quiñones, CFE, CFSA, FCWP-1, Contracts Compliance Supervisor of the Office of Continuous Improvement (OCI) at (305) 594-7615, extension 356.

A letter precedes each of the items in this tool 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. Were there any findings, areas of concerns, or other issues that need to be revisited or reviewed? Yes No N/A
If No or Not Applicable, skip this section.

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 - Does the Agency have a copy of the Corrective Action Plan? Yes No N/A

M - Were prior assessment results shared with management? Yes No N/A

M - Were prior assessment results shared with the President/Executive Director? Yes No N/A

R - Were prior assessment results shared with the President of the Board of Directors? Yes No N/A

Comments: _____

Administration and Governance

Board of Directors

Objective:

To determine the capabilities and cultural competency of the Agency's Board of Directors (BOD) to serve the target populations.

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

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 practise.*

R - Does the BOD meet on a regular basis? (Check one) Yes No N/A

Full Board	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	<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 last three (3) BOD meetings:

M - Are meeting minutes detailed and complete? Yes No N/A

R - Do minutes indicate that budgetary, financial, and programmatic information is presented to the board? Yes No N/A

M - Does an authorized representative of the BOD sign the minutes? Yes No N/A

M - Are BOD resolutions properly executed and documented in the meeting minutes? Yes No N/A

M - Are BOD resolutions signed by an authorized BOD representative? Yes No N/A

BOD Meetings, Minutes and Resolutions

Yes No N/A

Comments:

Agency Policies*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.

M - Does the Agency have a written Personnel Policy? Yes No N/A**M** - Does the Agency have an Accounting Policy and Procedures Manual? Yes No N/A**M** - Does the Agency have a written Drug-Free Workplace Policy? Yes No N/A**M** - Does the Agency have a written Equal Employment Opportunity Policy? Yes No N/A**M** - Does the Agency have a written Florida Clean Indoor Air Act Policy? Yes No N/A**M** - Does the Agency have a written Family and Medical Leave Policy? Yes No N/A**R** - Does the Agency have a written Sexual & Unlawful Harassment Policy? Yes No N/A**R** - Does the Agency have a written Code of Ethics? Yes No N/A**R** - Does the Agency have a written policy regarding Conflict of Interest? Yes No N/A**M** - Does the Agency have a written policy regarding Nepotism? Yes No N/A**M** - Does the Agency have written procedures to protect client confidentiality? Yes No N/A**M** - Does Agency have clear policies addressing access to public records? Yes No N/A**R**- Does Agency have written emergency plans/procedures? (This may be a requirement for some funders) Yes No N/A**M** - Does the Agency have written Client Grievance procedures? Yes No N/A**M** - Does the Agency have an Affirmative Action policy? Yes No N/A

Comments:

Other*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.

M - Are the Agency's By-Laws available for review? Yes No N/A

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

Comments:

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 Agency have procedures to involve the consumer in the decision making process? Check all that apply
- Consumer representatives in BOD?
 - Community Advisory Board or Committee?
 - Consumer Evaluation Survey?
 - Other? Please explain: _____

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 SFWIB policy? 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, 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 turn over? Yes No N/A
- If so, 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. Yes No N/A

Comments:

Personnel/Employee File

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.

M - 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
M - Proof of education (copies of diplomas, degrees and/or transcripts).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Required licenses (If applicable, they must be current).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - 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
R - Drug screening.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
R - Physical/TB test (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
M - Signed job description with performance standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Annual Performance/Employee Evaluation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - I-9 Form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Current W-4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - 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
M - Proof of receipt of the Agency's Policy & Procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Comments:

Payroll Records

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.

M - 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
M - 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
M - Payroll Registers:			
- Do they include staff name, salary, hours worked, payroll period, and deductions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Do they reflect employee's time allocation among programs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

M - Employees positions and salaries match the budget approved by the funding agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M - For employees charged to the program, the recorded time worked matches time paid as reflected in the payroll register?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Payroll Taxes

Objective:

To ensure that the Agency is calculating and remitting all payroll taxes, including unemployment compensation, to the appropriate agencies in a timely manner.

M - 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"/>
M - 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"/>
M - 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"/>
M - 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"/>
M - Were all Tax or Insurance payments made on time (by due date)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If No above, were interest and penalties assessed against the agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If interest and penalties were assessed, were these costs allocated to any public funding source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M - Are IRS W-2 Forms distributed in a timely manner to current and prior employees?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M - Were the IRS 1090 Forms distributed in a timely manner to all contract employees?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M - Was the Social Security filing done in a timely manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Other Personnel Related Payments

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"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Life Insurance Provider	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | Yes | No | N/A |
|---|--------------------------|--------------------------|--------------------------|
| - Dental Insurance Provider | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| - Vision Insurance Provider | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| - Other Insurance Provider(s). Please list: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| M - If the Agency offers a retirement plan, are employee contributions and/or employer contribution deposited/submitted in a timely fashion? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: _____

Fiscal

General

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"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 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"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| M - Chart of Accounts: | | | |
| - Does it support proper allocation by having revenue and expense categories properly identified by program? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| - Does it have an unallowable cost code to properly identify unallowable costs? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| - Does it include general ledger account codes, account descriptions and account status? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| M - Indirect Cost: | | | |
| - 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"/> |
| 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 Guidance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

American Recovery & Reinvestment Act (ARRA)

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| M - Are ARRA funds clearly distinguishable from non-ARRA funding and can be tracked? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| M - Is there an establish process for collecting the data needed from all levels for financial reporting? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| M - Does the agency have resolution activities in process for any open audit findings, investigations, or fiscal system problems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| M - Does the agency have internal controls sufficient to mitigate the risk of waste, fraud and abuse? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

M - Does the agency have written policies and procedures addressing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Procurement	Yes	No	N/A
- Cost Accounting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Tracking and Reporting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Close out	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - For participants receiving stipends:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Is there clear guidance what they were given for and proper documentation is maintained to identify the participant?	Yes	No	N/A

Comments:

Bank

Objective:
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.

M - Are bank statements reconciled monthly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Do the preparer and the immediate supervisor sign the reconciliation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Are adjustments properly documented and explained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

M - Review bank statements to determine the cash flow position of the Agency.

- 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

M - Are checks pre-numbered?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does Agency have a policy for signing checks (i.e. checks in excess of x amount require two signatures)? Note Agency's policy: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

R - Are blank checks and the specimen signature stamp stored securely (under lock and key)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
R - Are voided checks mutilated in some manner (i.e. signature section removed, perforated)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

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) Yes No N/A
- Cash Disbursements Journal? (i.e. check register) Yes No N/A
- Accounts Payable? Yes No N/A
- Accounts Receivable? Yes No N/A
- General Ledger? Yes No 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

Comments:

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 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? Yes No N/A

If No, can the Agency explain variances or is there a plan of action to reallocate resources? Yes No N/A

Comments:

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:

R - Are payments generated by an original invoice?

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

Comments:

Petty Cash

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.

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

Comments:

Documentation Protocols

Objective:

To ensure that the Agency have 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 computerized records password protected? Yes No N/A

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

M – Does the Agency have protocols to protect computer-based documents and records? (i.e. back-up onto a medium that is stored in a fire-resistant safe) Yes No N/A

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. Yes No N/A
 - Where possible, products or materials with recycled content is used. Yes No N/A
 - Small and Minority Businesses are utilized, when possible, as sources of materials, equipment construction, and services per section 287.0945, Florida Statutes. Yes No N/A

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 this Agency receive in-kind contributions? If Yes, review for the following:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Does Agency have procedures in place to record receipt of in-kind contributions (materials, services or cash)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Are in-kind contributions properly allocated to the program for which they are made?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Are in-kind contributions utilized in accordance with the intent of the contributor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Are contributions reasonably valued?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Are in-kind contributions reported to funders appropriately and accurately?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Are the procedures utilized by the Agency sufficient to ensure that contributions are only reported once?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Comments:

Travel Expenses*Objective:*

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

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

Comments:

Program Revenues*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.

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

Comments:

Property*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.

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| M – 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"/> |
| – Manufacturer's serial number, model number, or other identification number | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| – Acquisition date and unit acquisition cost | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| – Funding source that hold the title | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| – Location and condition of the equipment | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| – Custodian of the equipment | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| – Disposition data, including date and method of disposal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Yes | No | N/A |
| M – Is a physical inventory taken and recorded on an annual basis? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Yes | No | N/A |
| M – 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 |
| M – 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 |
| M – Are fixed assets being used in accordance with funding intent? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Yes | No | N/A |
| M – 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 |

Property

- M** – Do disposal procedures include prior approval from funder? Yes No N/A
- M** – Were fixed assets purchased within the contract period in which they were approved / funded? Yes No N/A
- R** – Does the agency has a written fixed assets policies and procedures? Yes No N/A

Comments: _____

Sub-Contractors*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 covered by this monitoring visit.

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

- M** – Are sub-contracts allowed under this funding? Some funding sources do not allow the use of sub-contracts to deliver direct services. Yes No N/A
- M** - Was the sub-contract submitted to the funding source for approval prior to entering into the contract if required? Yes No N/A
- M** - Do authorized individuals from both the Agency and the sub-contractor sign the sub-contract? Yes No N/A
- M** – Does the sub-contract include specific details regarding the scope of work and the payment method? Yes No N/A
- R** – Is the sub-contract conditioned to annual renewal? Yes No N/A
- R** – Are sub-contractors required to carry liability insurance? Yes No N/A
- M**- 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. Yes No N/A
- M**- 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. Yes No N/A

Comments: _____

Licenses & Accreditation*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.

- M** – Are occupational licenses current and appropriate for the use? Yes No N/A
- M** – Do inspection reports show any areas of concern or non-compliance? Yes No N/A
- If Yes, has Agency taken steps to correct these areas? Yes No N/A

If No, please elaborate: _____

M – If the services offered require special operational licenses, are they current and appropriate? Yes No N/A

M – Required Licenses:

_____	Expiration_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No	N/A
_____	Expiration_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No	N/A
_____	Expiration_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No	N/A
_____	Expiration_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No	N/A

Comments: _____

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 Yes No N/A
 Expiration Date: _____ Amount: _____
- Property (only if capital equipment exists) Yes No N/A
 Expiration Date: _____
- Worker’s Compensation Yes No N/A
 Expiration Date: _____
- Worker’s Unemployment Compensation Yes No N/A
 Expiration Date: _____
- Automobile Liability Yes No N/A
 Expiration Date: _____ Amount: _____
- Professional Liability Insurance Yes No N/A
 Expiration Date: _____ Amount: _____
- Director’s & Officers Yes No N/A
 Expiration Date: _____
- Fidelity Bond: Yes No N/A
 Expiration Date: _____

M – Please include the insurance ratings of the current insurance companies

Comments: _____

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

Credit Card Transactions

	Yes	No	N/A
not circumvent normal purchasing policies and controls?			
M – Does the Agency have a written agreement with employees who are issued a corporate credit card? If Yes, answer the following:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– Does the agreement require the employee to submit original receipts for expenses charged to the card?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– Does the agreement include provisions to ensure that employee pay for personal items or other non-allowable expenses charged to the credit card?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Does the Agency maintain a list of who has been issued credit cards and their corresponding credit card number?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Corporate credit cards that are loaned to employees are controlled through a log or some other mechanism, indicating date loaned, person's name, purchase amount and description, and date returned.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Are personal purchases being made by the cardholder? If yes, please elaborate on what steps the agency took to recuperate those funds and end the practice:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<hr/> <hr/>			
R – Does the agency have written credit card policies and procedures governing the credit cards?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Comments:

DECLARATIONS - TO BE COMPLETED BY ALL CONTRACTORS

1. Please provide a complete accounting of any and 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.

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 and also explain what steps were taken to assure that the amounts paid were reasonable.

3. Please list any and all civil litigation pending against your Agency. Include a statement as to the amount of each claim and whether such potential for loss is covered by insurance.

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

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

6. Please list your independent auditor, their office address, telephone and fax number.

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

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

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.

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

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 SFWIB.

Signature -- President/Executive Director

Date

Print Name -- President/Executive Director

Signature - President of the Board

Date

Print Name - President of the Board

Signature - Controller/Fiscal Director

Date

Print Name - Controller/Fiscal Director

ATTACHMENT A

LIST OF DOCUMENTS TO BE PROVIDED FOR ADMINISTRATIVE DESK REVIEW

- 1.** Most recent independent audit. If already submitted to SFWIB, please provide date submitted _____.
- 2.** Management letter accompanying last independent audit. If already submitted to SFWIB, please provide date submitted _____.
- 3.** Most recent financial reports to management to include:
 - Trial balance
 - Balance sheet
 - Income statement
 - Expenditure report
 - Budget variance report
 - Aging schedule of accounts payable and accounts receivable
 - Agency-wide operating budget
- 4.** Minutes of the three (3) most recent board and finance committee meetings.
- 5.** 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 UCT-6), as well as copies of supporting documentation evidencing the deposit of payroll taxes and payment of Unemployment Compensation taxes.
- 6.** Copies of the three (3) most recent month's bank statements and reconciliation's for each account.
- 7.** Current chart of accounts.
- 8.** 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.
- 9.** A copy of the check registers for the most recent three (3) month period.
- 10.** A copy of the three (3) most recent months of corporate credit card statements, if applicable, for each account.
- 11.** An employee roster that includes their position, titles, professional licenses / certifications, assigned departments, and percentage allocated, if applicable.
- 12.** Payroll registers for the last two (2) pay periods.
- 13.** Cost Allocation Plan.
- 14.** A copy of any Subcontractor or Professional Agreements, whose costs has been charged in whole or in part directly or indirectly to SFWIB funds.
- 15.** If program income was earned, please provide the allocation of the revenue to program funds or its disposition.
- 16.** Fixed assets trial balance.

PERFORMANCE MEASURES/OUTCOMES

CITY OF KEY WEST FIRE DEPARTMENT
 FIRE ACADEMY TRAINING PROGRAM
 November 1, 2011 – June 30, 2012

PERFORMANCE MEASURES	STANDARD
Youth enrolled in program	100%
Youth to receive program orientation	100%
Youth to receive a program evaluation(s)	100%
Youth receiving support services must verify with a signature contained in/on a receipt log	100%
Youth shall have a case file maintained by the KWFD	100%
Youth enrolled in the program will complete the program	85%
Youth enrolled in the program will attain a high school diploma	85%
Youth enrolled in the program will obtain a Firefighter One Certificate	85%

**REPORTING REQUIREMENTS
CITY OF KEY WEST FIRE DEPARTMENT
FIRE ACADEMY TRAINING PROGRAM
November 1, 2011 – June 30, 2012**

Report Description	Due Date	Number of Copies (Electronic)	Submit to:
Monthly Activity Report (Attachment 1)	10 th of each month	1	Youth Programs Coordinator/Manager
Self Assessment Tool	Not later than 30 Calendar Days after Contract Execution	1	Office of Continuous Improvement (OCI)
Cost Allocation Plan	Not later than 30 Calendar Days after Contract Execution	1	Office of Continuous Improvement (OCI)
Inventory Report	As set forth in written instructions from SFWIB	1	Administration
Background Screening	Within 30 Days of Contract Execution	Hand Delivery	Youth Programs Coordinator/Manager

**KEY WEST FIRE ACADEMY PROGRAM
MONTHLY ACTIVITY REPORT
PROGRAM YEAR 2011-2012**

	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	TOTALS
Number of youth recruited for program								
Number of youth referred to Youth Co-Op								
Number of youth enrolled in KWFD program								
Number of youth received program orientation from KWFD								
Number of youth attending classroom activities								
Number of youth completing classroom activities								
Number of youth graduating from high school								
Number of youth receiving firefighter certification								

Contractor's Staff Signature

Date

Print Name

KEY WEST FIRE ACADEMY TRAINING PROGRAM DEFINITIONS

Administrative Costs: The allocable portion of the costs associated with specific functions and not related to the direct provision of workforce investment services, including services to participants and contractors.

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.

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 checks may include the search of driving records, former employer references, character references.

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

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

Computers: 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.

Contractor: The organization that enters into this Contract with SFWIB.

Cost Allocation Plan: A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

Data Collection: The collection and recording of information pertinent to the contract.

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).

Documentation: Documented information obtained during the verification process and is maintained as physical evidence in the participant's file.

Encryption: The process of transforming information, using an algorithm, into unintelligible messages that can only be decoded by specific individuals in order to prevent any but the intended recipient from reading the data.

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.

Mentor: A caring adult who is matched with a TSIC 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: The process of matching an adult mentor with a student in order to assist the student in successfully completing high school.

Modification: A letter or formal modification 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.

Participant: An individual that has been determined eligible to participate in and who is receiving services from a program covered by this Contract.

Participation: When a student takes part in any one of the youth development activities and meets the minimum level of participation as required by this Contract.

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 Year: The period between July 1 of a calendar year and June 30 of the following calendar year as determined by the funding source guidelines.

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.

Statement of Work: That portion of the contract document, which describes the work to be performed by means of specifications or other minimum requirements, quantities, performance dates, and a statement of the outcomes expected.

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.

Work Experience: Planned, structured learning experiences that take place in a workplace for a limited period of time; Work experience workplaces may be in private, for-profit, non-profit or the public sectors.

FINANCIAL CLOSEOUT PROCEDURES

I. Purpose

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

II. Policy

- A. Contractors shall complete and submit a Financial Closeout for each contract on or before thirty (30) calendar days after the contract expires, or upon termination of the contract. For example, if the contract expires June 30, the Financial Closeout will be due to SFWIB on or before July 30.
- B. The Final Contract Invoice shall be submitted with the Financial Closeout. All costs included with a late Financial Closeout shall be disallowed.
- C. 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, the Contractor shall refund the difference to the SFWIB forthwith. If the Contractor does not repay the difference within thirty (30) calendar days following SFWIB notification of overpayment, the SFWIB will charge the Contractor the lawful rate of interest on the outstanding amount.
- D. The following required Financial Closeout documents shall be submitted by the Contractor:
 - 1. Final Expenditure Report (Enclosure 1)
 - 2. Final Contract Invoice (Exhibit I of the Contract)
- E. Upon the request of the Contractor, SFWIB Accountant will provide technical assistance on completing the Financial Closeout.

III. Procedure

A. **Salaries /Wages**

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

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

B. **Insurance**

The Contractor shall keep in force all insurance policies, which are applicable to their program(s). If premium refunds are due to the Contractor, the Contractor shall request that the premium be returned with a credit invoice from the insurance company showing the adjustment. Any refunds received by the Contractor shall be returned to SFWIB.

C. Professional Service, Sub-Contract & Rental Agreements

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

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

2. **Final Contract Invoice (Exhibit I of the Contract):**

The Final Contract Invoice shall reflect only those allowable expenses incurred and paid by the Contractor for which no prior reimbursement has been received. Upon satisfactory review and approval of the Final Contract Invoice and the required supporting documentation, SFWIB shall make payment to the Contractor.

E. SFWIB Accountant Responsibility

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

The SFWIB Accountant will perform the following functions:

1. Verify that all required enclosures are completed, signed and dated.
2. Audit final payment request and update the financial record accordingly.
3. Verify Contractor's total expenditure against the financial record.

INTENTIONALLY LEFT BLANK

FINAL EXPENDITURE REPORT

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

CUMMULATIVE PROGRAM EXPENDITURES

Year to Date Expenditures Approved by SFWIB (from Reimbursement Requests)

\$ -

Expenditures per Final Contract Invoice

\$ -

Purchases made by SFWIB on behalf of the Contractor

\$ -

Less: Year to Date Late Invoicing Amount

\$ -

Total Expenditures

\$ -

CUMMULATIVE REIMBURSEMENTS

Year to Date Cash Payments Received from SFWIB

\$ -

Purchases made by SFWIB on behalf of the Contractor

\$ -

Total Reimbursements

\$ -

BALANCE DUE TO / FROM CONTRACTOR

\$ -

Pursuant to the terms of the Contractual Agreement between the Contractor listed above and the SFWIB, and in consideration of the total amounts paid to the Contractor, which equals \$ _____ the Contractor does remise, release, and discharge the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the Contractual Agreement.

Name of Official Authorized to Sign the Contract

Signature of Official Authorized to Sign the Contract /Date

