

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT**

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department," and _____

_____ hereinafter referred to as the "provider."

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.058 F.S.

To provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which must be received and accepted by the contract manager in writing prior to payment. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. Where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011 (11), F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law

1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

a. That if this contract contains federal funds the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. That if this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. That no federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. That unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the department.

e. That if this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. That if this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

D. Audits, Inspections, Investigations, Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the department.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Subsection I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.

6. To provide a financial and compliance audit to the department as specified in this contract and in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.

7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of The Inspector General (Section 20.055, Florida Statutes).

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraph I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, employees and subcontractors during the performance or operation of this contract or any subsequent modifications thereof.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by the department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider from these duties. The provider shall not be liable for the sole negligent acts of the department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

L. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

2. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex in accordance with CFOP 60-16. The provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with any of its programs and activities are not discriminating against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the provider employing fifteen (15) or more individuals.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon providers that have fifteen (15) or more employees.

3. Subcontractors who are on the discriminatory vendor list, may not transact business with any public entity, in accordance with the provisions of section 287.134 F.S.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

O. Sponsorship

As required by section 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (provider's name) and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the organization.

P. Publicity

Without limitation, the provider and its employees, agents, and representatives will not, without prior departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the provider's prospective customers.

Q. Final Invoice

To submit the final invoice for payment to the department no more than _____ days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To 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.

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Gratuities

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the department, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period. The provider will ensure that its subcontractors, if any, comply with these provisions.

U. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The provider, if not a state agency, as that term is defined in subsection 768.28, F.S., shall indemnify and save the department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.

4. The department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

5. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

V. Construction or Renovation of Facilities Using State Funds

That any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

W. Information Security Obligations

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's Security Staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated provider employees.

2. To hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.

3. To provide the latest departmental Security Awareness Training to its' staff and subcontractors.

4. To ensure that all provider employees who have access to departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy of which may be obtained from the contract manager.

X. Accreditation

That the department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

Y. Agency for Workforce Innovation and Workforce Florida

That it understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

Z. Health Insurance Portability and Accountability Act

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

AA. Emergency Preparedness

If the tasks to be performed pursuant to this contract include the physical care and control of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

BB. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$ _____, or the rate schedule, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422, F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

D. Notice

Any notice, that is required under this contract, shall be in writing and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on _____, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in _____, Florida, on _____.

B. Financial Penalties for Failures to Comply with Requirement for Corrective Action

1. In accordance with the provisions of Section 402.73(7), Florida Statutes, and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

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

D. Renegotiations or Modifications

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

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

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

3. The name, address, and telephone number of the contract manager for the department for this contract is:

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

4. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

F. All Terms and Conditions Included

This contract and its attachments, _____, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.F. above.

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

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

PRINT NAME: _____

PRINT NAME: _____

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29 DIGIT FLAIR CODE: _____

Federal EID # (or SSN): _____

Provider Fiscal Year Ending Date: _____

ATTACHMENT I**REFUGEE SERVICES****THE SCHOOL BOARD OF PALM BEACH COUNTY
ADULT AND VOCATIONAL EDUCATION SERVICES
COST REIMBURSEMENT/FIXED PRICE CONTRACT****A. SERVICES TO BE PROVIDED.****1. Definition of Terms**

- a. Contract Terms.** Contract terms used in this document are defined in the Children and Families Operating Procedure 75-2 (CFOP 75-2), Contract Management System for Contractual Services which can be found at <http://www.dcf.state.fl.us/publications/policies/075-2.pdf>, which is incorporated herein by reference and maintained in the contract manager's file.
- b. Program Specific Terms.** Program specific terms used in this document are defined in the Guide to Contract and Refugee Services Program Specific Terms and Definitions which is incorporated herein by reference and maintained in the contract manager's file. Program specific terms not included in the above referenced glossaries are defined below.
 - 1) Adult General Education (AGE).** A comprehensive program of adult basic education, adult secondary education, general educational development (GED) test instruction, and vocational preparatory instruction, specifically:
 - a) Adult Basic Education (ABE) courses,
 - b) Adult ESOL Academic Skills (ESOLAS) courses,
 - c) English for Speakers of Other Languages (ESOL) courses,
 - d) General Education Development (GED) Preparation courses,
 - e) Vocational English for Speakers of Other Languages (VESOL) courses,
 - f) Vocational-Preparatory Instruction (VPI) courses outside a vocational school, or
 - g) Workplace Readiness Skills (WRS) courses.
 - 2) Attendance Hour.** A unit of measure that represents an hour of actual scheduled instruction received by an eligible client as verified through student attendance records in any of the above AGE Courses.
 - 3) Business Day.** Business day means a regular work day, Monday through Friday, from 8:00 a.m. to 5:00 p.m. local time in Tallahassee that is not a state holiday.
 - 4) Clients Enrolled.** The unduplicated number of eligible clients enrolled in a program at any time during a reporting period.
 - 5) Extended Service Clients (ESC).** Caretakers (including parents and siblings) of children under the age of twelve (12) years, who have been in the U.S. longer than sixty (60) months, and who were unable to access

employment and adult services due to the need to care for minor children.

- 6) **Form G-845, Verification Request (Non-SAVE Agencies).** This form is used to verify the status of an alien for official purposes of a government agency which does not participate in the SAVE program.
- 7) **Individual Education and Employability Plan (IEEP).** A planned course of study that focuses on academic and vocational requirements and electives, that will result in a level of training appropriate for a specific occupation. This will include: communication, computation, and problem-solving skills by experience, application, or participation in the occupation.
- 8) **Non Literate in English (NIE) Clients.** Refugee/Entrants who have been in the U.S. for a period longer than sixty (60) months and meet the Non-Literate in English Criteria which are defined as literacy skills at the Beginning Adult Basic Education Literacy Level of Beginning Basic Education Level as stipulated in the guidelines from the U.S. Department of Education.
- 9) **Post-secondary Adult Vocational Program (PSAV).** (Certificate Career Education) Job preparatory programs, including Continuing Workforce Education, through which a student may receive a vocational certificate upon completion of instruction.
- 10) **SAVE Program.** The Systematic Alien Verification for Entitlements (SAVE) program is administered by the U. S. Department of Homeland Security (DHS). This program verifies immigration status and eligibility of alien applicants for federal benefits. The alien status verification system under SAVE is entitled the Alien Status Verification Index (ASVI), as described at 60 Federal register 52694, 52697 (1995) administered by the Computer Sciences Corporation (CSC) as the Verification Information System (VIS).
- 11) **Target Populations.** Those refugees, asylees, entrants, or resident aliens who are eligible for refugee services pursuant to state and federal regulations and who are in need of the services which the contract entered into seek to provide. These populations include:
 - a) Refugees of all nationalities,
 - b) Cuban/Haitian Entrants, including Parolees and Asylum Applicants,
 - c) Asylees of all nationalities,
 - d) Amerasians,
 - e) Certified Victims of Trafficking, and
 - f) Lawful permanent residents who adjusted from prior refugee, entrant, or asylee status.

Henceforth, all of the above eligible populations will be referred to collectively as “refugees/entrants.”

- 12) **Term.** A period of time as determined by the local School Board or Board of Trustees that sets the beginning and end date for each session of the school year.

- 13) Tuition.** (a) A Department of Education determined fee for a program or course of study that is offered by the School Board of Palm Beach County or by an accredited vocational center located within Palm Beach County or (b) an RS pre-approved fee for an Refugee Services (RS) pre-approved program or course of study, for those programs or courses of study which do not fall under the Department of Education fee schedule or framework, that is offered by the School Board of Palm Beach County or by an accredited vocational center located within Palm Beach County.

2. General Description.

- a. General Statement.** The provider shall provide adult and vocational education services to increase the employment potential of clients through the acquisition of training and English language skills, resulting in increased client earnings.
- b. Authority.** This program is administered under the authority of 45 CFR Part 400 (HHS Refugee Resettlement Program), 45 CFR Part 401 (Cuban/Haitian Entrant Program), and the State of Florida's plan for the provision of refugee services through the State's Refugee Program.
- c. Scope of Service.** Under the terms of this contract, adult and vocational education services are to be provided to eligible refugees/entrants who reside in Palm Beach County, Florida.
- d. Major Program Goals.** The goals of the adult and vocational education program are to ensure that an eligible client has the opportunity to receive English language training, Adult Basic Education, and Post-Secondary Adult Vocational Instruction:
- 1) appropriate to the client's needs (to assist eligible clients in furthering their education);
 - 2) sufficient to perform effectively in gainful employment (in developing technical and employability skills); and
 - 3) appropriate for advancement and the enhancement of self-sufficiency (in moving towards economic self-sufficiency and effective resettlement).

3. Clients to be Served.

- a. General Description.** The provider shall serve refugees/entrants residing in Palm Beach County, Florida requiring adult and vocational education assistance. The provider shall serve refugee/entrants residing in neighboring counties where no RS-funded adult and vocational education program exists, with written approval from the contract manager.
- b. Client Eligibility.**
- 1) Only eligible refugees/entrants residing in Palm Beach County, Florida, requiring adult and vocational education assistance who have been in the United States for sixty (60) months or less, are eligible for services under this contract.
 - 2) For eligible refugees/entrants who have been in the United States for a period longer than sixty (60) months, the following criteria apply:
 - a) Cuban or Haitian Clients in Palm Beach County are eligible for services if funded by the Cuban/Haitian Grant or by the Targeted Assistance Discretionary Grant.

- b) NIE or ESC clients in Palm Beach County are eligible for services if funded by the Targeted Assistance Discretionary Grant.
- c) **Client Determination.** Eligibility shall be determined as it is defined within 45 CFR Parts 400 and 401 and other eligibility memoranda distributed by the department. The Department of Children and Families, RS has final authority on client eligibility.
- d) **Contract Limits.**
 - 1) Services funded under this contract may be only refugee specific services, which are designed to meet refugee needs and are in keeping with the rules and objectives of the refugee program.
 - 2) Funds for this contract are administered under the terms of the Social Services, Cuban/Haitian Discretionary and Targeted Assistance Discretionary Grants and 45 CFR Parts 400 and 401 and are subject to all grant and federal regulatory requirements.
 - 3) Funds awarded under this contract may not be used to supplant Florida Department of Education (DOE) general revenue funds or any other federal funds awarded to the provider.
- e) **Service Priorities.**
 - 1) For clients funded through the Social Services Grant, the following priorities apply:
 - a) **First Priority.** All newly arriving refugees during their first year in the U.S. who apply for services;
 - b) **Second Priority.** Refugees who are receiving cash assistance;
 - c) **Third Priority.** Unemployed refugees who are not receiving cash assistance; and
 - d) **Fourth Priority.** Employed refugees in need of services to retain employment or to attain economic independence.
 - 2) For clients funded through the Cuban/Haitian Discretionary Grant, the following priorities apply:
 - a) **First Priority.** Cuban/Haitian refugees/entrants within their first twelve months in the United States or within twelve months of their dates of asylum.
 - b) **Second Priority.**
 - i. Cuban/Haitian refugees/entrants who are not receiving initial reception and placement assistance from a voluntary agency through a cooperative agreement with the Department of State or DHS;
 - ii. Cuban/Haitian refugees/entrants who are not receiving Match Grant assistance;
 - iii. Cuban/Haitian refugees/entrants who are not a family reunification case as defined by the Department of State.
 - c) **Third Priority.** Cuban/Haitian refugees/entrants who have been in the United States for more than five years, who have been

involuntarily unemployed for more than six months, and who are not receiving services through a mainstream provider.

- 3) For clients funded through the Targeted Assistance Discretionary Grant, the following priorities apply:
 - a) **First Priority.** Refugees/Entrants, including those who have been in the United States for more than five years and who still face resettlement challenges and who are in need of continuing assistance to become fully integrated into American economic life due to:
 - i. never previously having received refugee services, or
 - ii. not having been aware of refugee services, or
 - iii. not having been able to access refugee services.
 - b) **Second Priority.** Refugees/Entrants, including those who have been in the United States for more than five years and who reside in certain communities that face funding needs.

B. MANNER OF SERVICE PROVISION.

1. Service Tasks.

a. Task List.

- 1) **Outreach Services.** The provider shall design activities to familiarize those refugees/entrants identified in the Target Populations definition with available contract services, to explain the purpose of these services, and to facilitate access to these services. The provider shall establish a system to conduct intensive outreach and recruitment activities and provide services to at least as many clients as the budget allows.
- 2) **Client Eligibility Determination.** The provider shall determine refugee program eligibility based on the individual's immigration status, country of origin and date of entry to the United States using original immigration documents provided by the client. The period of eligibility is calculated from the client's date of arrival in the U.S., with the exception of asylees, whose period of eligibility is calculated from the date asylum was granted. A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required to accurately determine eligibility. An eligibility guide describing specific client determination information is available from the contact person within the department's RS.
- 3) **Immigration Status Verification.** In the event that the provider elects to utilize SAVE, the provider shall:
 - a) Obtain a written, signed release from each applicant authorizing the release of the Department of Homeland Security (DHS) data to the office of Economic Self Sufficiency (ESS), RS, and the provider.
 - b) Enter available information necessary to verify the alien applicant's immigration status, including the alien registration number for primary verification and additional information from the immigration documentation for automated secondary verification, complete form G-845, and provide copies of

documents and other information as required for manual secondary verification.

- c) Provide to RS names, addresses and contact information for persons within the provider organization regarding any questions or problems that might arise in connection with the provider's participation in and use of the Systematic Alien verification for Entitlements/Verification Information System (SAVE/VIS).
- 4) **Intake.** Upon determination of client eligibility, the provider shall conduct an intake and initial data collection including, but not limited to;
 - a) legal name, alien number, country of origin, immigration status, arrival date in the United States, date of birth, gender, and, if applicable, social security number;
 - b) educational status information, including primary language and educational experience; and
 - c) employment status.
 - 5) **Release of Information Form.** If applicable, the provider shall ensure that the client signs a Release of Information form (Attachment IX) that authorizes the release of DHS SAVE data to ESS, RS, and the provider, and that explains when social security number disclosure is mandatory and when the disclosure is voluntary.
 - 6) **Educational and Employability Assessment.** The provider shall include the evaluation of English language ability, aptitude and skills testing, and the preparation of an Individual Education and Employability Plan (IEEP). Copies of client intake/registration and IEEP are included in the provider's proposal, incorporated by reference, and maintained in the contract manager's file.
 - 7) **Employment Status Determination.** The provider shall, upon each English language instructional course enrollment, record the employment status of the client. If unemployed, or not registered with an RS funded employment provider, the provider shall refer the client to an RS funded employment provider. The client may then enroll in an English language instructional course following indication that the client is employed or registered with an RS funded employment provider. If the client is unemployed due to extenuating circumstances, a request for an exemption to the employment status requirements can be made, in writing, to the contract manager for approval on a case by case basis. If the client is unemployed or not registered or does not have an approved exemption, the provider shall not enroll that client into an English language instructional course/program.
 - 8) **English Language Instruction.** The provider shall offer English language instructional courses such as:
 - a) English for Speakers of Other Languages (ESOL)
 - b) Adult ESOL Academic Skills (ESOLAS)
 - c) Vocational English for Speakers of Other Languages (VESOL)
 - 9) **Coordinated Vocational and Academic Training.** The provider shall offer instructional courses such as:

- a) Post-Secondary Adult Vocational (PSAV) instruction
 - b) Adult Basic Education (ABE)
 - c) General Education Development (GED) Preparation
 - d) Vocational-Preparatory Instruction (VPI)
 - e) Workplace Readiness Skills (WRS)
- 10) **Student Attendance Record Maintenance.** The provider shall maintain accurate and verifiable instructor-maintained daily student attendance records. Documentation of student attendance records must be maintained in the client file or maintained electronically and made available to RS in a specified format when requested, including but not limited to desk reviews or on-site monitoring visits. Specified format means a listing of students sorted by client name with the associated courses the student is enrolled in for the term and that student's associated course attendance hours.
- 11) **Client Progression Assessment Information.** The provider shall maintain verifiable assessment information sufficient to document client progression through an adult and vocational education course/program in the client file. The methodology and measurement standards required for assessment of client attainment levels in courses/programs provided under this contract are established in Section B.5. and must be followed. Adherence to these standards shall be verified through monitoring.
- 12) **Case Management.** The provider shall ensure that clients receive case management services that are designed to assist the client's progression through the program(s) in which they are enrolled. This may include but is not limited to attendance counseling, needs identification, and follow-up on recommendations and outcomes. The provider shall counsel clients on the value of continued education and encourage enrollment in multiple courses over consecutive terms.
- 13) **Case Notes.** The provider shall maintain legible case narrative information documenting all contact with the client, including but not limited to client progress, service activities, and dates of service delivery in each client file.
- 14) **Transportation** (when necessary for participation in adult and vocational education services). The provider shall provide transportation assistance limited by the provider's line item budget which identifies vehicle usage and/or fare passes on public transportation systems.
- 15) **Referrals.** The provider shall be familiar with community services and, in particular, services provided to refugees. The provider shall refer to these services as client needs are identified. The provider shall maintain in the individual client file clear documentation of all referrals made for the client that reflects the referral type(s), provider(s) referred to, referral date(s), referral reason, referral follow-up, and actual outcome(s).
- a) **Refugee employment providers for unemployed clients.** The provider shall ensure that a client receives a referral to a refugee employment provider within 14 calendar days of the need being identified when the client is unemployed. This will ensure that the client can be placed in a job, become self-supporting, and progress on his/her way towards eventual self-sufficiency.

While job placement and job placement follow-up are the responsibility of the employment provider, the referring educational provider shall follow up with the client and/or provider to ensure that the client accessed the services of the refugee employment provider. Documentation of the referral to the employment provider and of the follow-up shall be maintained in the client file.

- b) **Refugee childcare providers.** The provider shall ensure that a client receives a referral to a refugee childcare provider within 14 calendar days of the need for this service being identified. Refugee childcare providers provide licensed comprehensive care, supervision and protection of infants, preschool-age children and school-age children for a portion of a 24-hour day to permit the parents or caretakers to participate in training in order to become self-supporting and/or to ensure that the client can be placed in a job. When the client is referred to a childcare service provider, the referring educational provider shall follow up with the client and/or provider to ensure that the client accessed the services of the refugee childcare provider. Documentation of the referral to the childcare provider and of the follow-up shall be maintained in the client file.
 - c) **Refugee employment providers for clients nearing program completion.** The provider shall ensure that a client receives a referral to refugee employment providers within fourteen calendar days of the client nearing completion of a vocational program. This will ensure that the client can be placed in an appropriate job for which she/he has been trained. While job placement and job placement follow-up are the responsibility of the employment provider, the referring educational provider shall follow up with the client and/or provider to ensure that the client accessed the services of the refugee employment provider. Documentation of the referral to the employment provider and of the follow-up shall be maintained in the client file.
 - d) **Community Services.** The provider is expected to be familiar with community services and, in particular, services provided to refugees. The provider shall refer to these services as client needs are identified.
- 16) **Recertification/Recredentialing.** The provider shall assist clients in obtaining recertification/recredentialing services, including diploma/degree evaluation and translation for proper enrollment into an educational program. Reimbursement for such services is limited by the provider's line item budget.
- 17) **Client Case File.** For each client served, the provider shall maintain an individual case file that includes a detailed chronological account of service delivery including but not limited to the following:
- a) Eligibility documentation, including a legible copy of the front and back of immigration documentation,
 - b) Intake information,
 - c) Release of Information form, if applicable,

- d) Case notes,
- e) Referral information,
- f) Individual Education and Employability Plan (IEEP),
- g) Documentation of recertification/recredentialing (if applicable),
- h) Documentation of course enrollment and attendance verification,
- i) Client progression assessment information,
- j) Termination of client services documentation (if closed).

18) Termination of Client Services. The provider shall close a client's case for the following reasons:

- a) Client completion of all objectives and no longer in need of services,
- b) Client no longer meets eligibility criteria for the program,
- c) Written or verbal notification by the client of withdrawal from the program,
- d) Client relocation out of the service area,
- e) Non-participation of the client, or
- f) Death of the client.

19) PSAV Course Offerings. Within 30 calendar days following contract execution, the provider shall submit a listing of the PSAV courses under this contract which are intended to be completed in twelve (12) months or less. This information shall be submitted in writing to the contract manager and maintained in the contract file. Any modifications to the listing shall be submitted, in writing, to the contract manager fourteen (14) calendar days prior to the beginning of the school term.

20) Labor Market Analysis. The provider shall analyze the local job market to determine the marketable occupations available in the community, analyze job content for major occupational categories, identify prevailing wages, and identify the related PSAV programs that could lead to employment in the available marketable occupations in the service area. The provider shall submit this written analysis to the contract manager within 30 calendar days following contract execution.

21) Limited English Proficiency (LEP) Policy. The provider shall serve LEP populations in compliance with the requirements of Title VI of the Civil Rights Act of 1964. The provider shall develop and submit for approval, a comprehensive written policy on language access for LEP persons that:

- a) Identifies the language(s) likely to be encountered while providing contract services;
- b) Estimates the number of eligible people likely to be affected by the need for language interpretation assistance;
- c) Establishes an in-house point of contact who is competent to provide verbal language interpretation services or competent to provide document translation assistance for written documents;

- d) Identifies a process by which language interpretation services not available on-site shall be provided to LEP persons;
- e) Establishes a process by which routine written materials, vital documents, required program forms or other informative documents shall be made available in languages sufficient to meet the demands of LEP persons;
- f) Addresses how notices of LEP persons' rights shall be conveyed in the LEP persons' native languages, and where such notices shall be placed in the place of business;
- g) Identifies how the service provider shall inform and train staff; and identify the frequency of staff training; and
- h) Informs the funding organization how the service provider shall monitor its progress in ensuring that the requirements for providing language access for LEP persons is met.

The level and depth of compliance a service provider must meet in order to comply with requirements of Title VI can be determined by using the compliance requirement criteria below. If the refugee population to be served:

- i. Is 10% of the eligible population or 3,000 (whichever is less), the service provider must provide translated written documents, including vital documents for the group.
- ii. Is 5% of the eligible population or 1,000 (whichever is less), the service provider, at a minimum, must translate vital documents, while other document translations can be oral.
- iii. Is fewer than 100 persons, the service provider is not required to translate written materials, but must provide a written notice in the primary language of the LEP group of the right to receive translation of written materials.

The provider shall submit a Limited English Proficiency plan for compliance to RS within 60 days following the contract effective date and annually thereafter. Failure to comply with this requirement may place the provider in breach of contract and the provider may be penalized as provided in Section III. B. 3. of the Standard Contract.

b. Task Limits.

- 1) The provider shall not make stipend payments to clients under the terms of this contract.
- 2) The provider shall not perform any tasks related to the program, other than those described in this contract, without the express written consent of the department.
- 3) The provider shall not deny any individual a right, benefit, or privilege provided by law because an individual refuses to provide his or her social security number.

- 4) Not-for-profit entities are not required to verify eligibility through SAVE/VIS. Client documentation that provides proof of eligibility in accordance with RS guidelines is sufficient to provide services. SAVE/VIS can and may provide assistance in verifying eligibility in cases where clients do not possess sufficient documentation.
- 5) Payment for services under this contract is limited to adult and vocational education programs identified in this contract, which are intended to be completed in twelve (12) months or less, and having documented progress or leading to employment. English language instruction is not limited to twelve (12) months; however, English language instruction must be provided in a concurrent, rather than sequential, time period with employment or with other employment-related services.
- 6) English language instructional course enrollment under this contract is available only to employed clients or clients whose registration with an RS-funded employment provider has occurred within one year preceding course enrollment or to clients with approved exemptions as specified in Attachment I, section B.1.a.7). Unemployed clients with registrations outside the one year limit must re-register with an RS-funded employment provider to qualify for such instruction.
- 7) Clients are limited to three (3) enrollments in a particular level or course in an attempt to achieve documented progress. If the client is unsuccessful in achieving documented progress in said level or course after three (3) attempts, the provider shall refer the client to other funding sources/programs that would better meet the client's needs.
- 8) Course offerings under this contract are limited to those that are within the frameworks developed by the Florida Department of Education or those approved in writing by the contract manager no fewer than 30 calendar days prior to implementation.
- 9) Recording of student attendance hours for courses which comprise only a portion of a full term (e.g., courses offered on a cycle or quinmester basis) is not acceptable. For courses which comprise only a portion of a full term, the provider shall record student attendance hours only upon completion of all portions equivalent to a full term. For those students who enroll halfway through a course offered on a full term basis, the provider shall record the appropriate number of attendance and enrollment hours as described in the Refugee Services Data Application User Guide for Adult Education Services Providers.
- 10) The provider shall document client progression assessment information using only those standardized testing instruments identified in Rules 6A-6.014(4), 6A-6.014(5), and 6A-10.040, F.A.C. or Florida Department of Education-issued document that supersedes these F.A.C. and any subsequent revisions thereto. Documenting of client progression using a non-standardized testing instrument not identified in any of the previously mentioned F.A.C. or DOE document (for example, including but not limited to instructor- or School Board- or College-created test) is not acceptable.
- 11) Documenting of client progression assessment information for courses which comprise only a portion of a full term (e.g., courses offered on a cycle or quinmester basis) is not acceptable. For courses which comprise

only a portion of a full term, the provider shall document client progression assessment information only upon completion of all portions equivalent to a full term. For those students who enroll halfway through a course offered on a full term basis, the provider shall document client progression assessment information for that student only when that student's progression is verified through the administration of a standardized testing instrument.

2. Staffing Requirements.

a. Staffing Levels.

- 1) The provider shall ensure adequate program staffing for professionals, technical, administrative, and clerical support. The provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The provider shall notify the contract manager, in writing, fourteen (14) calendar days following the loss of a staff member or as soon as the provider becomes aware of the vacancy.
- 2) The staffing levels are contained in the budget (Project Budget Summary, Attachment II) and shall be sustained throughout the contract period. In the event the department determines that the provider's staffing levels do not conform to those set forth in Attachment II, it will advise the provider in writing and the provider shall have 30 days to remedy the identified staffing deficiencies.
- 3) The provider shall replace, on the project, any employee whose continued presence would be detrimental to the success of the project, as determined by the department, with an employee of equal or superior qualifications. The department's contract manager will exercise exclusive judgment in this matter.

b. Professional Qualifications. Professional and paraprofessional staff shall be qualified in a field appropriate to the services being provided under this contract.

c. Staffing Changes. The provider may make staffing changes for those staff funded either in whole or in part with funds from this contract only with prior review and approval by the department's contract manager. The contract manager must be notified in writing when a change of incumbent staff is requested. Such written notification shall include the candidate's name, position title, starting date, recommended salary (not to exceed the amount associated with the position as referenced in the Attachment II), and cost allocation (if applicable). The provider must also submit a copy of the candidate's résumé. All changes must be approved in writing by the contract manager prior to implementation.

d. Subcontractors. Subject to Section I.I. of the Standard Contract, the provider may subcontract for services under the terms of this contract with the prior written approval from the department's contract manager. Subcontracting shall in no way relieve the provider of any responsibility for performance of its duties under the terms of this contract.

3. Service Location & Equipment.

a. Services Delivery Location. Under the terms of this contract, the provider shall provide services at:

1) **Administrative Office Location.**

Old Atlantic Community High School
 Project Transition
 2501 South Seacrest Blvd.
 Delray Beach, Florida 33444
 Monday – Friday 8:00am-8:00pm

2) **AGE Course Locations.** AGE courses may be offered at any of the community schools located within Palm Beach County which are governed by the School Board of Palm Beach County. Additional locations may be added with prior written approval from the department’s contract manager.

3) **PSAV Course Locations.** PSAV courses may be offered at additional locations with prior written approval from the department’s contract manager.

Academy for the Healing Arts
 3141 South Military Trail
 Lake Worth, FL 33463

Academy for Practical Nursing
 5154 Okeechobee Blvd, Ste 201
 West Palm Beach, FL 33417

American Training Institute
 4365 Okeechobee Blvd., Suite B12
 West Palm Beach, FL 33409

CAPSCARE, Inc.
 3939 S. Congress Ave.
 Lake Worth, FL 33461

FLC Healthcare Academy
 14830 S. Military Trail
 Delray Beach, FL 33484

Florida Atlantic University
 777 Glades Road
 Boca Raton, FL 33431

Florida Electrical Apprenticeship
 5656 Corporate Way
 West Palm Beach, FL 33407

Health Career Institute
 1926 10th Ave North, Suite 106
 Lake Worth, FL 33462

Millennia Healthcare Inst.
 1490 S. Military Trail, St 111
 West Palm Beach, FL 33409

Inlet Grove Community HS.
 7071 Garden Road
 Riviera Beach, FL 33404

Gold Coast School
 801 Palm Beh. Lakes Blvd, Ste 804
 West Palm Beach, FL 33401

South Tech Academy
 1300 SW 30th Avenue
 Boynton Beach, FL 33426

PC Professor
 6080 Okeechobee Blvd., Suite 200
 West Palm Beach, FL 33417

PC Professor
 7056 Beracasa Way
 Boca Raton, FL 33433

International Institute for Health
 Care Professionals
 2006 North Federal Hwy.
 Boca Raton, FL 33431

Palm Beach Comm College
 4200 Congress Ave
 Lake Worth, FL 33461

b. Service Times.

- 1) Services shall be provided, at a minimum, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday local time, except for state holidays. Because many clients can be better served with extended hours, the provider is encouraged to offer evening and weekend service times.
- 2) Any changes in service times and any additional holidays that the provider wants to observe must be reviewed and approved in writing by the department's contract manager.

c. Changes in Location. The provider shall request approval from the contract manager, in writing, a minimum of 30 calendar days prior to making a change, addition, or deletion in service location.

d. Equipment. The provider shall list all property/equipment purchased under this contract on a property/equipment inventory list, (Inventory Report, Attachment III). Said listing shall include a description of the property, make/model number, manufacture serial number, identification number, date of acquisition, original unit costs, condition code, current location, name of property custodian and funding source. A copy of the inventory list is to be maintained in the contract manager's file.

4. Deliverables.**a. Service Units.**

- 1) Service units are Adult General Education (AGE) attendance hours and Post-Secondary Adult Vocational (PSAV) attendance hours. During the first year of this contract, the provider shall perform a minimum of 60,000 AGE attendance hours and a minimum of 17,000 PSAV attendance hours.
- 2) During the contract period, not less than twenty percent (20%) of the total attendance hours shall be PSAV attendance hours.
- 3) During the first year of this contract, the provider shall enroll 400 clients in various Adult General Education programs as defined under the terms of this contract and 160 clients in Post Secondary Adult Vocational (PSAV) courses.

b. Records and Documentation.

- 1) **Client Records.** The provider shall maintain client information as follows:
 - a) The provider shall maintain records documenting the total number of eligible clients and names (or unique identifiers) of clients to whom services were provided under the terms of this contract and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained.
 - b) The provider shall furnish, upon request, such information as may be required to verify that the client's eligibility was determined in accordance with RS and the Federal Office of Refugee Resettlement requirements.
- 2) **Format Requirements.** Submission of documents produced by the provider to satisfy the requirements of this section must be submitted to the department in Microsoft Office product format in the versions used

by the department at the time of submission, currently MS Project 4.0 or newer version, MS Word 6.0 or newer version, MS Excel 5.0 or newer version.

- 3) **Confidentiality of Records.** The provider shall maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. Except as provided by law, the provider further agrees to hold the department harmless from any claim or damage, including reasonable attorneys fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the provider of confidential records, whether public record or not, and promises to defend the department against the same at its expense.
- 4) **Access to Records.** The provider shall maintain all records required to be maintained pursuant to this contract in such manner as to be accessible by the department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.
- 5) **Separation of Client Records.** Client records for this contract must be maintained separately from client records of other projects. Inactive or closed client records must be maintained separately from active client records. Client records must not be taken from the service site without written departmental approval.

c. Reporting.

- 1) **Required Reporting Submission.** The provider shall submit the following according to the requirements specified.

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	DCF Office
Electronic Data as specified in RSDS User Guide	Term	February 2, 2007 July 6, 2007 August 31, 2007	N/A	Refugee Services 1317 Winewood Boulevard Building 1, Room 301 Tallahassee, FL 32399-0700
Term Summary Report as specified in Attachment XI	Term	February 16, 2007 July 20, 2007 September 17, 2007	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 1, Room 301 Tallahassee, FL 32399-0700
Narrative Report as specified in Attachment V	Term	February 16, 2007 July 20, 2007 September 17, 2007	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 1, Room 301 Tallahassee, FL 32399-0700
Actual Expenditure Report	Term	February 16, 2007 July 20, 2007 September 17, 2007	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 1, Room 301 Tallahassee, FL 32399-0700
Limited English Proficiency (LEP) Policy	Within 60 days following the contract effective date and annually thereafter	October 2, 2006 October 1, 2007	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 1, Room 301 Tallahassee, FL 32399-0700
Financial and Compliance Audit and accompanying management letter as specified in Attachment VII	Annually	Within 180 days following provider's fiscal year end or within 30 days of provider's receipt of the audit report.	2 hard copies	Refugee Services 1317 Winewood Boulevard Building 1, Room 301 Tallahassee, FL 32399-0700

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	DCF Office
Inventory Report as specified in Attachment III	Annually and 30 days prior to completion of contract	June 29, 2007 June 30, 2008	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 1, Room 301 Tallahassee, FL 32399-0700
Emergency Preparedness Plan as specified in Section I.AA. of the Standard Contract	Once per contract period	September 1, 2006	1 electronic (if available) and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 1, Room 301 Tallahassee, FL 32399-0700
Labor Market Analysis	Within 30 days of contract execution	September 1, 2006	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 1, Room 301 Tallahassee, FL 32399-0700
PSAV Course Offerings	Within 30 days of contract execution	September 1, 2006	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 1, Room 301 Tallahassee, FL 32399-0700

- 2) **Additional Reporting Requirements.** The provider shall provide additional reporting pertaining to the services rendered in the contract should the department determine this to be necessary.
- 3) **Acceptance of Reports.** Where the contract requires the delivery of reports to the department, mere receipt by the department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance in writing of required reports shall constitute a separate act. The department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the contract. The department, at its option, may allow additional time within which the provider may remedy the objections noted by the department or the opportunity to complete, make adequate, or acceptable, or declare the resulting contract to be in default.
- 4) **Electronic Data.** The provider shall use the Refugee Services Data System (RSDS) application to submit electronic data with the required data elements as specified in the RSDS Application User Guide for Adult and Vocational Education Providers or any subsequent revisions to this guide without the requirement of a contract amendment. The provider shall submit electronic data via direct entry into the RSDS or via batch interface, as required by RS.
 - a) **Data Entry Deadlines.** The provider shall submit to the department data specified in Attachment I, Section B.4.c.1) in accordance with the preceding schedule, except in emergency circumstances as approved by the Director of Refugee Services. RS will produce the official data report from the provider's electronic data by the fifth business day following the submission deadline for the previous period's data as noted in the preceding schedule. The reports produced by RS are the official record of deliverables and overall program performance, unless notified immediately of discrepancies.

- b) **Data Integrity.** If notified of reporting discrepancies, either by RS or by the provider, the provider has three (3) business days from the date of notification of the errors to correct and return the electronic data. The provider shall notify RS (including the Contract Manager, the Services Implementation Manager, and RS_Data@dcf.state.fl.us) when corrections are needed and again when corrections are completed. Following completion of data correction, RS will produce the official report the following business day.
- 5) **Reporting Responsibilities.** It is the provider's responsibility to ensure that data are entered accurately and timely and that reports are acceptable and submitted timely. Continued inaccurate or late reporting of data and/or continued submission of unacceptable or late reports may result in corrective action and may require financial penalties and place the provider in breach of contract as provided in Section III. B. of the Standard Contract.
5. **Performance Specifications.** Performance measures will be reviewed on a term basis.
- a. **Performance Measures.**
- 1) **Ninety Percent (90%)** of all employment and/or childcare referrals to an RS-funded employment and/or childcare providers will be made within **14** calendar days of the need being identified.
 - 2) **Ninety Percent (90%)** of all clients shall be employed or registered with an RS-funded employment provider at each ESOL course enrollment.
 - 3) **Sixty Percent (60%)** of all enrolled students will have a cumulative average of **80%** classroom attendance for all courses on a term basis as reflected in attendance hours and as verified through daily attendance logs.
 - 4) **Forty Percent (40%)** of all courses attempted per term will result in documented progress as validated by standardized assessment instruments.
- b. **Description of Performance Measurement Terms.**
- 1) Documented progress validation methods shall be in accordance with Rule 6A-6.014(5), F.A.C. and any subsequent revisions thereto as well as in accordance with other assessment memoranda, Assessment Technical Assistance Papers, and Frequently Asked Questions (FAQs) distributed by the Florida Department of Education (DOE) and any subsequent revisions thereto. In the event that a Florida DOE-issued document supersedes Florida Administrative Code, providers shall comply with the superseding Florida DOE-issued document.
- Successful completion of programs standards, benchmarks and frameworks as identified in the Florida Department of Education, Office of Workforce Development, Office of Career, Technical and Adult Programs Standards, Benchmarks, and Frameworks Technical Paper, using the standardized assessment instruments as described in Section B.5.b.2 may be used to indicate documented progress as stated in Section B.5.b.1 towards a Literacy Completion Point or Occupational Completion Point without having actually earned an LCP/OCP.

- 2) Standardized assessment instruments to document progress shall be in accordance with Rules 6A-6.014(4) and 6A-10.040, F.A.C., and other assessment memoranda, Assessment Technical Assistance Papers, and Frequently Asked Questions (FAQs) distributed by the Florida DOE and any subsequent revisions thereto. In the event that a Florida DOE-issued document supersedes Florida Administrative Code, providers shall comply with the superseding Florida DOE-issued document.

c. Performance Evaluation Methodology.

- 1) The calculation of performance measure number one shall be determined using the following:

$\frac{\text{Total number of employment and childcare referrals made within 14 calendar days of the need being identified}}{\text{Total number of employment and childcare referrals identified}} \geq 90\%$
--

- 2) The calculation of performance measure number two shall be determined using the following:

$\frac{\text{Total number of clients enrolled in ESOL courses who are employed or registered with an RS-funded employment provider}}{\text{Total number of clients enrolled in ESOL courses}} \geq 90\%$
--

- 3) The calculation of performance measure number three shall be determined using the following:

$\frac{\text{Total sum of attendance hours for each course a client is enrolled in}}{\text{Total sum of enrollment hours for each course a client is enrolled in}} = S$

$\frac{\text{Total number of clients with } S \text{ (as defined above)}}{\text{Total number of clients enrolled per term}} \geq 60\%$
--

- 4) The calculation of performance measure number four shall be determined using the following:

$\frac{\text{Total number of courses with documented progress}}{\text{Total number of courses attempted}} \geq 40\%$
--

- d. **Performance Standards Statement.** By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and shall be bound by the conditions set forth in this contract. If the provider fails to meet these standards, the department, at its exclusive option, may allow a reasonable period, not to exceed six months for the provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the department within the prescribed time, and if no extenuating circumstances can be documented by the provider to the department's satisfaction, the department must cancel the contract with the provider. The department has the sole authority to determine whether there are extenuating or mitigating circumstances.

6. Provider Responsibilities.**a. Provider Unique Activities.**

- 1) If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:
 - a) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.
 - b) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
 - c) The provider agrees to report to the Department any use or disclosure of the information not provided for by this contract or applicable law.
 - d) The provider hereby assures the Department that if any PHI received from the Department, or received by the Provider on the Department's behalf, is furnished to Provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.
 - e) The provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.
 - f) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.
 - g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.
 - h) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the Department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.
 - i) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it shall return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.
 - j) A violation or breach of any of these assurances shall constitute a material breach of this contract.
- 2) The provider must be knowledgeable of the refugee/entrant populations to be served in the identified service area.

- 3) The provider shall ensure that any individual who seeks to apply for contracted services has an opportunity to do so, and the provider shall subsequently determine the eligibility of each applicant for those services.
- 4) Services funded under this contract must be provided to the maximum extent feasible in a manner that is culturally and linguistically compatible with a refugee's language and cultural background. Services funded under this contract must be provided to the maximum extent feasible in a manner that includes the use of bilingual/bicultural women on service agency staff to ensure adequate service access by refugee women.
- 5) By execution of this contract, the provider recognizes its singular responsibility for the tasks, activities and deliverables described therein; warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables; and agrees to be fully accountable for the performance thereof. In addition, the provider assumes full responsibility for the acts of all subcontractors.

b. Coordination with Other Providers/Entities.

- 1) The department may undertake or award other contracts for additional or related work, and the provider shall fully cooperate with other such providers, department employees, and community based organizations and other service organizations that provide services to refugees. The failure of other providers or entities does not alleviate the provider from any accountability for tasks or services that the provider is obligated to perform pursuant to the contract.
- 2) The provider shall attend the scheduled Refugee Task Force meetings for their service delivery area(s). The provider shall participate in, present at, and collaborate with other social service agencies at the meetings.

c. Safeguards Regarding the Use and Disclosure of Client Data.

- 1) The provider shall prohibit disclosure of personal identifying client information without consent except for purposes directly connected with, and necessary to, the administration of the program as specified in 45 CFR Part 400.27.
- 2) When requesting an individual's social security number, the provider shall disclose: whether the individual's disclosure is voluntary or mandatory, the statutory authority for requesting the SSN, and the use to which the SSN will be put.
- 3) If accessing SAVE/VIS, the provider shall verify immigration status without regard to sex, color, race, religion, or nationality of the alien involved. The provider shall comply with the Public Information Act, 5 U.S.C. 552(a), and other applicable laws in conducting verification procedures pursuant to this agreement and in safeguarding, maintaining, and disclosing any data provided or received pursuant to this agreement.
- 4) The provider agrees to use all information acquired under this contract solely for the purpose of determining the eligibility of persons applying for services funded by RS under authority granted to it by the laws of the State of Florida and of the United States of America.
- 5) The provider shall not disclose any information acquired from SAVE/VIS to any other person or entity without the prior written consent

of RS, ESS and/or DHS. Prior written consent from RS, ESS, or DHS is not necessary when the alien applicant submits a written request for disclosure of such information pertaining to his/her own case, to the extent such disclosure is required or permitted by the laws or procedures governing the processing of applications by RS. The provider fully understands that this contract does not permit the use of SAVE/VIS for the purpose of complying with or assisting any person or entity in complying with the employability verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. section 1324a.

7. Departmental Responsibilities.

- a. Department Obligations.** The department will provide a single point of contact, the contract manager, as set out in Section III.E.3. of the Standard contract, for the provider who will have the authority to obtain decisions on behalf of the department. These decisions will be in writing and provided to the provider within ten (10) workdays. The department's contract manager will be responsible for the performance of the following functions, some of which may be delegated to other department staff:
- 1) Serve as a liaison between the department and the provider;
 - 2) Provide technical assistance to provider staff in the implementation of refugee adult and vocational education services upon written request;
 - 3) Review and verify the provider's reimbursement requests within five working days of receipt and either approve the reimbursement request or disapprove the reimbursement request and contact the provider by telephone or e-mail to remedy invoice deficiencies;
 - 4) Attempt to resolve any contractual problems;
 - 5) Receive and ensure the timely review by the department of all project deliverables and changes thereto;
 - 6) Report to department management on project progress and provider concerns;
 - 7) Meet with the provider to convey necessary information pertaining to contract services and related issues;
 - 8) Function as the source of all programmatic material sent to the provider; and
 - 9) Coordinate with the provider in the implementation of access to SAVE/VIS, including:
 - a) Forward to the provider the required operating instructions for access to and use of SAVE/VIS,
 - b) Request user access from ESS and forward pertinent connection information to the provider,
 - c) Make available to the provider the telephone number of the CSC VIS help desk, and
 - d) Deliver to the provider relevant training information regarding the use of SAVE/VIS for primary and secondary verification and information on DHS policies regarding data protection.

b. Department Determinations.

- 1) The department has the final authority over the adequacy and availability of records.
- 2) The department has final authority over approving quality and acceptability of service units and deliverables.
- 3) The department has final authority over client eligibility for program services.
- 4) The department has final authority over availability of program funding.
- 5) The department has final authority in all matters of payment withheld due to duplication of services.

c. Monitoring requirements.

- 1) The provider will be monitored in accordance with existing departmental procedures (CFOP 75-8). Programmatic and administrative monitoring will be performed during the contract period. The department will monitor adult and vocational education services to ensure that services are provided in accordance with contract provisions and state and federal requirements.
- 2) Refugee Programmatic Monitoring will occur at least once per contract year, and as deemed necessary, and will include the following:
 - a) An entrance interview, document review, staff interviews, client interviews, and an exit interview.
 - b) A review of client files comprising a random sampling of eligible clients, to ensure that the files contain the required documentation as referenced in this contract.
 - c) A review of records which support the information contained on the monthly reports submitted to the contract manager.
 - d) A review of the facility to assure compliance with the requirements of the contract.
- 3) Following the Refugee Programmatic Monitoring:
 - a) RS will send to the provider a written report within thirty (30) working days from the completion of the exit interview.
 - b) The provider shall submit corrective action plans, if required, to the department within thirty (30) calendar days of receipt of the written monitoring report.
 - c) The provider's failure to correct deficiencies within a forty-five (45) day period of notification may result in termination of the contract.
- 4) Evaluations of the provider will be based on the performance outcomes described in Attachment I, Section B.5. of this contract and in compliance with contract and programmatic requirements. Failure to meet the performance outcomes as described above may result in termination of the contract.

- 5) Administrative Monitoring will include the following:
 - a) A review of policies and procedures for property management, purchasing, accounting, budgeting, personnel management, travel, property inventories, insurance policies, lease and other rental agreements, CPA management letters and reports; and in-kind or Certified Public Expenditures (CPE) documentation.
 - b) Interviews with individuals responsible for accounting, purchasing and personnel management.
 - c) An exit interview, if requested by the department or the provider.

C. METHOD OF PAYMENT.

- 1. **This is a Fixed Rate/Cost Reimbursement Contract for two (2) years.**
- 2. **Total Contract Amount.** The department will pay the provider for the delivery of services rendered in accordance with the terms of the contract and the department will reimburse the provider for allowable expenditures incurred pursuant to the terms of this contract for a total dollar amount not to exceed \$1,662,500 subject to the availability of funds. The funding level for the first year is \$950,000. The estimated funding level for the second year will be included via budget amendment.
- 3. **Fixed Rate.**
 - a. **Service Unit Rates.** The department agrees to pay for the delivery of service units provided at the unit rates as per the following table, for a total dollar amount not to exceed \$175,800 for the first year of this contract, subject to the availability of funds. The number of clients served shown in the fee presentation below is not the performance goal for the contract. Performance measures are outlined in Section B.5. of this attachment. Rather, it is a demonstrative number allocated to different categories of service. Client numbers and service cost totals may be reallocated within the Service Unit Tables without the need for a formal contract amendment.

Estimated Service Units for the 1st Year of the Contract Period			
Service Units	Hours Served	Service Unit Fee	Service Cost
Adult General Education (AGE)	60,000	\$2.93	\$175,800
TOTAL COST			\$175,800

- b. **Maximum Reimbursement.** The maximum reimbursement that will be paid to the provider for the fixed rate amount for any term shall not exceed the following percentages:

Term 1 40%
 Term 2 40%
 Term 3 20%

Any amount over or under the maximum not reimbursed for the term may be requested in the following term as long as the combined total does not exceed the current term's maximum reimbursement amount.

- 4. **Cost Reimbursement.** The department will reimburse the provider for allowable expenditures incurred pursuant to the terms of the contract for a total dollar amount not to exceed \$774,200 for the first year of this contract, subject to the availability of funds.

5. **Invoice Requirements.** The provider shall submit all requests for compensation for services or expenses in sufficient detail for a pre-audit and post-audit. The provider shall request compensation for actual allowable expenditures made within the limits of the line item budget through the submission of an originally signed, page-numbered invoice, two (2) page-numbered copies, and an electronic copy to the department's contract manager. The department will pay the provider on the basis of invoices and supporting documentation.
6. **Supporting Documentation Requirements.**
 - a. **Fixed Rate.** Refugee Services will produce the official fixed rate invoice report and supporting documentation the fifth (5th) business day following the submission deadline for the previous period's data. The provider shall request reimbursement for each period through the submission of a properly completed invoice (Attachment VI-B, Fixed Price Invoice) based on the official fixed rate invoice report produced by RS, which includes a client list and a number of service units rendered list.
 - b. **Cost Reimbursement.**
 - 1) **Professional Services Fees on a Time/Rate Basis.** The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate times the number of hours worked, must be stated. Supporting documentation must be included detailing the hours represented on the invoice. Such documentation should include timesheets or a time log and copies of canceled payroll checks, records of journal transfers, or records of electronic fund transfers. Supporting documentation must detail paid benefits and leave for each employee and/or employee category. The Department of Financial Services reserves the right to require further documentation on an as needed basis.
 - 2) **Postage and Reproduction Expenses.** Purchases made from outside vendors must be supported by paid invoices and/or receipts. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documentation.
 - 3) **Expenses.** Receipts documenting actual payment of expenses are required to be maintained by the provider for all expenses incurred, (e.g., office supplies, printing, postage, reproduction, long distance telephone calls, etc.). Sufficient documentation is required for all expenses of this nature. These documents shall be made available upon request for audit and inspection by authorized representatives of the Auditor General, Department of Financial Services, or the department.
 - 4) **Travel.** For all travel expenses, a department travel voucher, Form DF-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) (previously numbered C-676) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with section 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of

traveling expenses necessarily incurred during the performance of official state business.

- 5) **Conference Travel.** Prior approval is required in accordance with section 112.061, F.S., and must be certified on Form DF-AA-13 (State of Florida Authorization to Incur Travel Expense) (previously numbered C-676C) with a copy of the program or agenda of the conference attached. Reimbursement is in accordance with the provisions of the clause above entitled Travel. See CFOP 40-1 for further explanation, clarification, and instruction.
- 6) **Service Delivery Documentation.** The provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) on which services were provided, so that an audit trail documenting services provision is available.
- 7) **Client Services.** Receipts documenting actual payment of client service expenses are required to be maintained by the School District for all expenses incurred, (e.g., bus passes and bus pass distribution, testing, tuition, books, tools, uniforms, recertification, etc.). Sufficient documentation and proof of payment are required for all expenses of this nature. These documents shall be made available upon request for purposes of audit, invoice review and/or inspection by authorized representatives of the department, Auditor General, or Department of Financial Services.

c. Refugee Services reserves the right to request additional information from the provider regarding invoice supporting documentation.

7. **Invoice Schedule - Fixed Rate/Cost Reimbursement.** The provider shall submit a properly completed invoice (Attachment VI-A, Cost Reimbursement/Fixed Rate Invoice) for services and expenses no later than the 10th of each month following the months of service provision and following the receipt of the RSDS-produced invoice report and supporting documentation.

Period	Request	Basis	Submit By
August 1 - September 30, 2006	Cost Reimbursement	Actual	October 10, 2006
October 1- December 31, 2006 Fall Term 2006	Cost Reimbursement Service Units	Actual	February 16, 2007
January 1- February 28, 2007	Cost Reimbursement	Actual	March 12, 2007
March 1- May 31, 2007 Winter Term 2007	Cost Reimbursement Service Units	Actual	July 20, 2007
June 1 - July 31, 2007 Summer Term 2007- FINAL	Cost Reimbursement Service Units	Actual	September 17, 2007

8. **Invoice Approval Process.** The RS contract manager will have five (5) working days to approve or disapprove the invoice. Invoices will be approved only after receipt of the complete and accurate required reports and data as outlined in Attachment I, B.4.c.1). Once approved, the department will pay the invoice in accordance with Section 215.422, F.S.

9. **Conditions of Reimbursement.**

a. **Tuition.** In order for tuition to be reimbursed under the terms of this contract, it must satisfy all of the following conditions:

- 1) the course instructor's salary is not already being reimbursed by a personnel line item in this contract, and
 - 2) the provider is not collecting an attendance hour payment unit to cover the cost of instruction provided by this contract, and
 - 3) the courses must fall under the Department of Education framework and fee schedule or, for those courses that do not fall under the Department of Education framework and fee schedule, both the course and fee must have been pre-approved in writing by the RS contract manager not fewer than 30 calendar days prior to course implementation, and
 - 4) for vocational courses, the education is intended to last for 12 months or less and is expected to lead to employment within one year.
- b. Attendance Hours.** In order for attendance hours to be reimbursable under the terms of this contract, they must meet all of the following conditions:
- 1) they must be verifiable through student attendance records as maintained by an instructor, and as recorded in the RSDS application, and
 - 2) the course instructor's salary must not already be reimbursed by a personnel line item in this contract, and
 - 3) the provider is not receiving any other attendance hour reimbursement for the client's attendance from any other funding source, and
 - 4) the provider must not claim reimbursement for tuition for the course under the terms of this contract, and
 - 5) they must be for courses that fall under the Department of Education framework and fee schedule or, for those courses that do not fall under the DOE framework and fee schedule, both the course and the Attendance Hour fee must have been pre-approved in writing by the RS contract manager not fewer than 30 calendar days prior to course implementation.
- c.** Under no circumstances shall tuition or attendance hours or fees be charged to RS where tuition, attendance hours or fees are paid through another source.
- 10. Budget Revisions.** Budget revisions may be authorized under the terms of this contract. The provider must obtain written approval from the department's contract manager prior to making changes in or between line items of the approved contract budget summary. Such changes may be allowed by prior letter of approval if the following conditions are met:
- a.** the change does not decrease or increase the original dollar amount of the contract budget;
 - b.** there is another line item in the budget from which funds can be shifted without affecting the scope of the work; and
 - c.** the change does not involve establishing a new line item.

Budget revisions which do not meet the above conditions will require a properly executed contract amendment signed by the provider and the department. Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.

- 11. Actual Expenditure Report.** The provider shall submit an actual expenditure report (as specified in Attachment X) to the department's contract manager 45 days following the end of each term. The actual expenditure report shall reflect:
- a. line item actual expenditures incurred during the term;
 - b. sufficient line item detail by line item (e.g. include staff names and actual expenditures under the Personnel line item); and
 - c. line item expenditure projections for the remaining terms, if any.
- 12. Final Actual Expenditure Report.** Should the provider's actual expenditure report indicate that payments were made to the provider in excess of the actual cost of providing contracted services, the provider shall refund the difference to the department forthwith. Should the provider not repay the difference within thirty (30) calendar days following departmental notification of overpayment, the department will charge the provider the lawful rate of interest on the outstanding amount.
- 13. MyFloridaMarketPlace Transaction Fee.** This contract/item is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with 60A-1.032(e), F.A.C.

D. SPECIAL PROVISIONS.

- 1. Fees and Donations.** No fees shall be imposed by the provider to clients served under this contract, other than those set by the department. Donations, whether monetary or in kind, received by employees of the provider who are paid wholly or in part under this contract, must be used for the benefit of the program unless the donor clearly states that the donation is for another purpose. A record must be kept of all monetary donations and a report of disbursement must be submitted to the Contract Manager at least quarterly. Likewise, donations made to the provider and designated specifically for the program funded by this contract must be accounted for and disbursed for the benefit of the program and/or its clients.
- 2. Applicable Laws and Regulations.** In addition to the laws set out in the Standard Contract under Section I.C., on page one of this contract, the provider agrees to comply with the following laws, regulations and any amendments or additions to these laws and regulations:
- 45 CFR Part 400 - HHS Refugee Resettlement Program
 - 45 CFR Part 401 - Cuban/Haitian Entrant Program
 - 45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - OMB Circulars A-87, A-21 or A-122 - Federal Cost Principles (depending upon the type of organization)
 - 48 CFR, Chapter 1, Subpart 31.7., Federal Acquisition Regulations for Non Profit Organizations
 - Rules 3A-40 and 3A-42, F.A.C., (Bureau of Auditing and Travel Expenses)
 - CFOP 40-1 - The Department of Children and Families Travel Rules and Regulations
 - CFOP 75-8 - The Department of Children and Families Contract Monitoring Operating Procedure
 - CFOP 80-2 - The Department of Children and Families Property Management Rules and Regulations
 - Rule 65-29.001, F.A.C., Financial Penalties for a Provider's Failure to Comply with a Requirement for Corrective Action

- The Trafficking Victims Protection Act of 2000
 - The Trafficking Victims Protection Reauthorization Act of 2003
 - Immigration and Nationality Act, 8 U. S. C. 1101 et seq.
 - Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193, 110 Stat. 2105
 - Intergovernmental Cooperation Act, 31 U. S. C. 6501 et seq.
 - Public Information Act, 5 U. S. C. 552(a)
3. **Grievance Process.** The provider shall establish a system through which applicants for services and current clients may present grievances about the operation of the contract. Such procedure shall, at a minimum, address the client's due process rights and any substantive issues sought to be raised by the client. The provider shall advise the client of the proper method of invoking these procedures.
4. **Information Technology Resources (ITR).** All department contract providers must receive written approval from the department prior to purchasing any ITR with contract funds. The provider agrees to secure prior written approval by means of an Information Resource Request (IRR) form before the purchase of any ITR. The contract manager is responsible for serving as the liaison between the provider and the department during the completion of the IRR, in accordance with CFOP 50-9, Policy on Information Resource Requests. The provider will not be reimbursed for any ITR purchases made prior to obtaining the department's written approval.
5. **Property.** Nonexpendable property is defined as tangible personal property of a non-consumable nature that has an acquisition value or cost of \$1,000 or more per unit and an expected useful life of at least one year, and hardback covered bound books that are not circulated to students or the general public, the value or cost of which is \$250 or more. Hardback books with a value or cost of \$25 or more should be classified as nonexpendable property only if they are circulated to students or to the general public. Attractive property items are defined as tangible property with an original acquisition cost of \$500 or more and less than \$1,000, and include computers, laptops, servers, printers, communication equipment (e.g. telephone system, etc.), and electronic equipment (e.g. camera, facsimile, TV, VCR, DVD, scanner, palm pilot, sound station, etc.). Motor vehicles include any automobile, truck, airplane, boat, or other mobile equipment used for transporting persons or cargo.

If any property is purchased by the provider with funds provided by this contract, the provider shall inventory all nonexpendable property and all attractive property items. A copy of which shall be submitted to the department along with the expenditure report for the period in which it was purchased. At least annually the provider shall submit a complete inventory of all such property to the department whether new purchases have been made or not.

The inventory shall include, at a minimum, the identification number; year and/or model; a description of property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capitol assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date; original acquisition cost; funding source; information needed to calculate the federal and/or state share of its cost.

The provider shall furnish a closeout inventory no later than 30 days before the completion or termination of this contract. The closeout inventory shall include all nonexpendable property and all attractive property items purchased by the provider. The

closeout inventory shall contain, at a minimum, the same information required by the annual inventory.

The provider hereby agrees that all inventories required by this contract shall be updated and accurate to the date of inventory certification. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the provider and the department and shall be used in place of the original acquisition cost.

Title (ownership) to and possession of all property purchased by the provider pursuant to this contract shall be vested in the department upon completion or termination of this contract. During the term of this contract, the provider is responsible for insuring all property purchased by or transferred to the provider pursuant to this contract. Upon transfer to the department, all property must be in good working order. The provider hereby agrees to pay the cost of transferring title and possession of to any property for which ownership is evidenced by a certificate of title. The provider shall be responsible for repaying to the department the replacement cost of any property inventoried and not transferred to the department upon completion or termination of this contract.

If the provider replaces or disposes of property purchased by the provider pursuant to this contract, the provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the provider's annual inventory.

The provider hereby agrees to indemnify the department against any claim or loss arising out of the operations of any motor vehicle purchased by or transferred to the provider pursuant to this contract.

A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved contract budget.

6. **Force Majeure.** Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes or other labor disputes, shortages of suitable parts, materials, labor or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting therefrom.
7. **Refugee Services Minimum Computer Hardware and Software Requirements.**
 - a. Refugee Services minimum computer hardware and software requirements for existing machines that are not used to enter data into the RSDS application and for new computers purchased through this contract are referenced in Attachment VIII.
 - b. Broadband internet access is required.
8. **Outreach Materials.** All outreach materials, including flyers, advertisements, public service announcement scripts, etc., prepared with RS grant funds must include a statement acknowledging that the project is funded by a grant from the U.S. Department of Health and Human Services, Office of Refugee Resettlement and administered by the Florida Department of Children & Families.
9. **Dispute Resolution.** It is anticipated that the vendor and department shall agree to cooperate in resolving any differences concerning performance or in interpreting this contract. Within five (5) working days of the execution of a contract for services, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and

telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make written recommendations to the Secretary who will work with parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action shall be Leon County, Florida.

10. **MyFloridaMarketPlace Registration.** To comply with Rule 60A-1.030, F.A.C., each vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com).
11. **Department of Homeland Security.** The DHS reserves the right to use information received via the SAVE/VIS process for any purpose permitted by law, including the prosecution of violations of federal law.
12. **Contract Renewal.** This contract may be renewed for one term not to exceed three years or for the term of the original contract, whichever period is longer, or other period allowed by law. Such renewals shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the department and shall be subject to the availability of funds. Any renewal shall be in writing, executed by the parties, and shall be subject to the same terms and conditions as set forth in the initial contract.
13. **Liquidated Damages (for Failure to Comply with Contract Requirements).**
 - a. The department may assess liquidated damages pursuant to Section 65-29.001 F.A.C. for failure to comply with the following contract requirements:
 - 1) **Late Narrative Report Submission.** The provider may be assessed liquidated damages of \$130.00 per day for each day that the required narrative report submission exceeds the deadline as specified in Section B.4.c.1.
 - 2) **Unacceptable Narrative Report Submission.** The provider may be assessed liquidated damages of \$130.00 per day for each day that the required narrative report submission is deemed unacceptable by the contract manager and notification is made to the provider. Unacceptable narrative report submission comprises narratives that are either inaccurate (unacceptable business practice or policy) or incomplete (omission of statistics, deliverables, service units, and/or performance goals, etc.). The provider has up to three (3) business days within which the provider may make acceptable or rectify the deficiencies identified in the narrative report and resubmit the report to the department. Notwithstanding the three (3) business day time frame to make acceptable or complete the narrative report, RS will continue to assess liquidated damages until such time as the report is resubmitted in an accurate and complete format.
 - b. In the event that an extenuating circumstance beyond the control of the provider affects the timely and/or acceptable submission of a narrative report, the provider may request an extension of the contract deadline for the narrative report submission. The individual possessing signature authority with the provider shall, on company letterhead, attest to and document the extenuating

circumstance to the Director of Refugee Services. This individual shall detail the steps that the provider has put into place to submit the required report and provide a specific date for submission of the report. This individual shall also detail the steps to avoid, if possible, a future recurrence of such extenuating circumstance. The provider shall submit this attestation to the contract manager no later than ten (10) business days following the due date(s) for the narrative report. Submission of said attestation to RS does not constitute acceptance of the attestation. It is specifically intended by the parties that acceptance, in writing by the Director of Refugee Services, of the required attestation documenting the extenuating circumstance beyond the control of the provider shall constitute a separate act and shall occur within five (5) business days following receipt of the attestation.

- c. Barring RS acceptance of extenuating circumstances beyond the control of the provider, the department's contract manager may assess liquidated damages against the provider for each occurrence of the above circumstances. The department's contract manager will apply the liquidated damages against current or future invoice submissions submitted by the provider and will work with the Department of Financial Services to ensure appropriate invoice payment.

ATTACHMENT II

**First Year
Budget Summary**

	2006-2007	Project Total
Personnel Expense		
A. Personnel	\$364,198	\$364,198
B. Fringe Benefits	\$114,874	\$114,874
Other Expenses		
C. Travel	\$3,000	\$3,000
D. Client Transportation	\$2,202	\$2,202
E. Client Education and Training Tools	\$221,323	\$221,323
F. Client Education (Fixed Price)	\$175,800	\$175,800
G. Advertising	\$2,000	\$2,000
H. Memberships and Subscriptions	\$0	\$0
I. Office Expenses		
Office Supplies	\$9,000	\$9,000
Printing	\$1,500	\$1,500
Postage	\$1,000	\$1,000
Books, Tools (Not included in tuition)	\$2,000	\$2,000
Service Agreements	\$0	\$0
Telephone	\$0	\$0
Equipment Rental	\$239	\$239
J. Program Support Service Costs		
Staff training	\$0	\$0
SAVE Access	\$609	\$609
K. Rental or Use of Space	\$0	\$0
L. Re-credentialing / Recertification	\$15,400	\$15,400
M. Operating Capital Outlay (OCO)	\$8,000	\$8,000
N. Indirect Costs	\$28,855	\$28,855
TOTAL PROJECT BUDGET:	\$950,000	\$950,000

A. Personnel.

Position Description	Gross Annual Salary 2006-2007	% Time Allocated	Total Salaries Charged 2006-2007
Academ. Progr/Comp. Specialist	\$ 62,400	100%	\$ 62,400
ESOL Prog. Coord (Resource Teacher)	\$ 68,848	100%	\$ 68,848
Secretary/Admin Assistant	\$ 27,500	100%	\$ 27,500
Data Processor	\$ 23,000	100%	\$ 23,000
Social Serv. Fac/ Career Counselor	\$ 37,600	100%	\$ 37,600
Budget Tech.	\$ 32,000	100%	\$ 32,000
Language Translator/Interpreter	\$ 33,000	100%	\$ 33,000
Language Translator/Interpreter	\$ 34,300	100%	\$ 34,300
Part Time Personnel	\$ 45,550	100%	\$ 45,550
Total 2006-2007	\$ 364,198		\$ 364,198

Personnel Narrative. Salaries and fringe benefits are set by the School Board of Palm Beach County, and are subject to change depending upon the School Board's actions. Paid leave types include, but are not limited to, the following leave types; Holidays -Medical Family Leave - Sick Time - Vacation - Jury Duty - Compassionate or Emergency Leave.

- **Academic Program/Compliance Specialist** - The Academic Program/compliance Specialist implements the program by coordinating and supervising all activities of the Project Transition Refugee Program in order to accomplish the goals of the program. Identifies, trains, and supervises the 20 Refugee Program staff, which includes teachers and part-time staff. Provides leadership and support to the teachers and the staff regarding the daily operations of the office. Administers the budget, monitors project activities, arranges inter-agency cooperation, develops staff in-service activities, prepares, interprets, and disseminates all required reports. Ensures the program is in compliance with all the requirements.
- **ESOL Program Coordinator/Resource Teacher** – Coordinates and supervises all activities related to ESOL courses and testing. Works to help ensure appropriate ESOL instruction and use of curriculum materials as well as accurate reporting of program status. Conducts oversight of the programs throughout the schools. Conduct Teacher-training sessions to help teachers meet the specific needs of the students.
- **Secretary/Administrative Assistant** - Orders and maintains all supplies, books, materials, bus passes, and equipment and conducts follow-up with vendors to ensure delivery and notifies the finance office at the School Board of Palm Beach County office of invoices ready for payment. Prepares program forms, sets up files and the filing system, and assembles information for the Program Manager's use. Meets and greet the clients via phone or in person. The Secretary/Administrative Assistant works 40 hours each week.
- **Data Processor** - Assists with and reviews all new client files to ensure the intake applications are completely filled out, copies of documents are located in the files, and directs the files to the appropriate staff upon completion of review. Maintains the access database for the office, entering basic identifying information for each student as well as each class registration, schedule, and entry and withdrawal dates. Collects the student contact hours and inputs the hours into the database(s). Enters

all other student data into Project Transition’s main access database and DCF’s Oracle database as required. Fluent in English and Spanish and works 40 hours each week.

- **Social Services Facilitator/Career Counselor-** Responsible to coordinate with the Language Translator/Interpreters to provide career counseling to students and assist them with their transition from adult education to vocational training. Works with students to develop career paths establish goals to help them attain their desired career. Informs the students of the requirements to enter into a training program. Tracks and follows student progression in the program.
- **Budget Tech –** Coordinates all activities related to the required program financial reporting. Works with school district budget personnel to obtain the supporting documentation for the program. Maintains and tracks program budget. Reviews and processes invoice for payments to vocational schools. Works with Program Coordinator to prepare the financial report sent to the Department of Children and Families.
- **Language Translators/Interpreters (2) -** The Language Translators/Interpreters are responsible for recruitment, eligibility, and intake for clients who apply for assistance through the Project Transition Refugee Program. Maintain contacts with school center personnel, the students, the program manager, and the career counselor to assure that clients receive the necessary social, educational, and support services. One Translator is bilingual in English and Spanish and the other is bilingual in English and Haitian Creole in order to better serve our student population. Each Translator works 40 hours each week.
- **Temporary Help/Clerical -** Part-time employees are utilized as Temporary Clerical Help as needed to complete data input, client attendance tracking and follow-up, or other tasks deemed necessary. They are also utilized to fill temporary vacancies as they occur. Collects the student contact hours from instructors and students after each (9 week term) and inputs the hours into the database(s). Temporary help may be reimbursed as either part-time hourly, OPS, or through a temporary employment service provider.

B. Fringe Benefits.

Full Time -2006 - 2007 Fringe Benefits Rates	Rate	Salary	Benefits Charged to Project
FICA *	6.20%	\$ 318,648	\$ 19,756
Workers Comp. *	2.85%	\$ 318,648	\$ 9,081
Medicare *	1.45%	\$ 318,648	\$ 4,620
Health/Life Insurance	5,750	per F/T emp (8)	\$ 46,000
Retirement *	10.50%	\$ 318,648	\$ 33,458
Part time Personnel	4.30%	\$ 45,550	\$ 1,959
Total			\$ 114,874

* Benefits calculated based on F/T personnel salary only

Fringe Benefits Narrative. Fringe benefits are set by the Federal Government and the School Board of Palm Beach County and are subject to change depending upon the School Board’s actions. Benefits include, but are not limited to retirement, Social Security, life insurance, health insurance, unemployment compensation, and workers compensation. A copy of the 2007 Fringe Benefit Schedule detailing complete information on fringe benefits is incorporated by reference and a copy will be kept in the contract file.

c. Staff Travel.

2006-2007			
Travel Type	Cost	#Miles	Total
Travel/Mileage	0.44/ Mile	6,818	\$ 3,000
Conference Travel	0	0	\$ -
Total			\$ 3,000

Staff Travel Narrative. Staff members will incur travel for visitations to class sites, the district office and other destinations to attend meetings and required training. Project Transition will be reimbursed base on the State of Florida approved mileage and allowance rates at the time travel is incurred. In the event the mileage rates & allowances are increased by the Department of Financial Services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Conference travel will not be charged.

D. Client Transportation.

2006-2007			
Travel Type	Cost/ Ticket	Estimated No. of Tickets	Total
Monthly Bus Passes	\$3.00	734.00	\$ 2,202
Total			\$ 2,202

Client Transportation. Lack of transportation is an obstacle in the ability of clients to attend classes. Palm Tran bus tickets will be purchased at a rate of \$3.00 each. For the current time, we will charge the ticket cost mentioned above, however, should the price per ticket increase, we will claim the maximum amount per ticket allowed without the need of a formal contract amendment.

E. Client Education and Training Tools.

2006-2007			
Type	Estimated Cost	Estimated Clients	Total
Vocational Tuition & Lab Fees	\$ 1,383.27	160	\$ 221,323
Client Training Supplies	\$ -	0	\$ -
Books	\$ -	0	\$ -
Uniforms & Tools	\$ -	0	\$ -
Testing & Certification	\$ -	0	\$ -
Total			\$ 221,323

Client Education and Training Tools Narrative. Funds will be used to cover the costs of client education and training tools for clients. It is recognized that due to individual client/student needs, costs are estimates at this time. Client training materials include but are not limited to supplies, textbooks, testing/evaluation fees, tools, and uniforms which are usually included as part of tuition under this line item.

F. Client Education - Fixed Price Expenditures.

2006-2007			
Service Units	Units (Hours)	Service Unit Fee	Total
Adult General Education (AGE)	60,000	\$ 2.93	\$ 175,800
Total			\$ 175,800

Client Education (Fixed Price) Narrative. The estimated attendance hours will be charged to support AGE courses at various sites and will be charged based on client actual hours of attendance.

G. Advertising.

2006-2007			
Type	Estimated Cost	Estimated Publications	Total
Radio	\$ 100	8	\$ 800
1/2 Page Advertisement	400	3	\$ 1,200
Total			\$ 2,000

Advertising Narrative. Advertising and promotion is necessary to conduct outreach to clients via radio, newspaper, brochures, and any other advertising media as deemed necessary.

H. Membership Fees and Subscriptions.

2006-2007			
Type	Estimated Cost	Estimated Memberships	Total
Membership Fees	\$ -	0	\$ -
Total			\$ -

Membership Fees and Subscriptions Narrative. Includes, but is not limited to, membership in state and national professional organizations such as Adult and Community Education (ACE) and Sunshine State TESOL necessary to obtain information about innovative ideas and effective teaching strategies.

I. Office Expenses.

2006-2007			
Type	Estimated Cost	Months/Units	Total
Office Supplies	\$ 750.00	12	\$ 9,000
Printing	\$ 125.00	12	\$ 1,500
Postage	\$ 83.33	12	\$ 1,000
Service Agreements	\$ -	0	\$ -
Equipment Rental	\$ 119.53	2	\$ 239
Telephone	\$ -	0	\$ -
Books	\$ 83.33	12	\$ 1,000
Tools and School Supplies	\$ 83.33	12	\$ 1,000
Total			\$ 13,739

Office Expenses Narrative. Include but are not limited to office supplies, postage, printing and service and maintenance agreements, and other office expenses deemed reasonable and necessary. Also include client books, tools and uniforms not already incorporated as part of tuition, but purchased separately for client courses.

J. Program Support Service Costs.

2006-2007			
Type	Estimated Cost	Estimated Units	Total
Staff Training and Prof. Dev.	0	0	\$ -
SAVE Verification Access Monthly Charge	50.75	12	\$ 609
Total			\$ 609

Program Support Service Costs Narrative. SAVE verification expenses will include the monthly fee and the per item cost to access the SAVE system that is used to verify clients' eligibility for Refugee services.

K. Rental or Use of Space.

Rental or Use of Space	Price per sq. ft (Estimated, actual costs may be higher)	Total sq. footage (Estimated, actual sq footage may differ)	Total
Rental Space	\$0.00	0	\$ -
Total			\$ -

Rental or Use of Space. Renting classroom space is often necessary in order to hold classes in neighborhood locations where Refugee clients reside. Both costs and measurements are based on current estimates. This is only an estimate. Actual cost per square foot will vary based upon location. Total square footage may be greater than 0 square feet.

L. Re-credentialing/Recertification.

2006-2007			
Type	Estimated Cost	Estimated Clients	Total
Re-credentialing	\$ 350	44	\$ 15,400
Total			\$ 15,400

Re-credentialing/Recertification. Skills recertification and re-credentialing services include but are not limited to, certified and notarized translation of foreign transcripts, vocational certificates and/or university diplomas. Unit costs cannot be estimated because they vary based on individual client needs.

M. Operating Capital Outlay (OCO).

2006-2007			
Type	Cost/Unit	No. of Units	Total
Computer	\$ -	0	\$ -
Printer	\$ -	0	\$ -
Software	\$ 8,000	1	\$ 8,000
Furniture	\$ -	0	\$ -
Equipment / Hardware	\$ -	0	\$ -
Total			\$ 8,000

OCO Narrative. Software applications and other necessary computer hardware will be purchased for use in the Project Transition office, classroom, and computer lab to provide access to the newly automated intake forms and client files.

N. Indirect Costs.

2006-2007		
Indirect Cost Description		Dollar Amount
Indirect Cost rate is calculated at <u>3.16%</u> of the Total Operating Expenses (\$913,145). This is an estimated percentage at this time.	3.16%	\$ 28,855.00

Indirect Costs. Overhead costs incurred in the overall functioning of the school or school district; costs not really identified as direct project expenditures (i.e., accounting services, space, utilities). In the School Board of Palm Beach County, indirect costs are established annually as a set percentage of the overall grant budget, and are required when funding is from a federal source, unless specifically prohibited by the agency. The DOE approved administrative indirect cost rate is estimated to be 3.16% for the 2006 - 2007 school year.

TOTAL PROJECT BUDGET

\$950,000

INVENTORY REPORT

ATTACHMENT III

PROVIDER NAME AND ADDRESS

DATE OF THIS INVENTORY

DCF DISTRICT _____

CONTRACT # _____

Make/ Model Number	Manufacturer Serial Number	Identification Number	Description	Date of Purchase	Original Acquisition Cost	Condition Code	Current Location	Name of Property Custodian	Funding Source	Class Code (Refugee Services Use only)

Condition Codes (E) Excellent Condition - Property is in excellent, serviceable condition
 (F) Fair Condition - Property is worn but is in reusable condition
 (G) Good Condition - Property is in average reusable, serviceable condition
 (P) Poor Condition – Property may have usable parts but is very worn, old, or obsolete, or of no use to the state.
 (S) Scrap Condition - Property is not usable by the state, or is obsolete, un-repairable, or unsafe.

ATTACHMENT IV

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching

ATTACHMENT IV

requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Michele Casabianca, Contract Manager
Refugee Services
Building 1, Room 301
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
- B. Department of Children & Families
Office of the Inspector General, Provider Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
- C. Copies of the reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Auditing Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

ATTACHMENT V

Narrative Reporting Requirements

Term Reports

- I. Organization Information and Contract Identification.
Place basic information identifying the contractor, type of contract, and report period at the top of the first page.
 - a. Contract number.
 - b. Type of Service.
 - c. Organization Name.
 - d. Location (County, City).
 - e. Fiscal Year and Report Period.

- II. Report Content.

- a. Statistics

- 1. Summary of Active Client Population (Unduplicated) Data for the Report Period.

Use a format similar to the following example: (Note: Please list all pertinent countries of origin. Do not use “Other” as a category.)

Country of Origin	Males		Subtotals	Females		Subtotals	Totals
	Up to 12 Months	Over 12 Months		Up to 12 Months	Over 12 Months		
Afghanistan							
Bolivia							
Cuba							
Ethiopia							
Haiti							
Niger							
Sierra Leone							
Sudan							
Vietnam							
Zaire							
Totals							

- 2. Include other statistics descriptive of the active client population if relevant to the summary of activities during the report period. For instance, a cross-tabulation of sex, age, and ethnicity might be useful in describing services to victims of trafficking.
 - 3. List and describe any significant variations in data from previous report periods. Provide explanations for these variations, if possible.

- b. Narrative. **Please keep narratives short and concise.**

- 1. Summarize service expectations for the period in question; e.g., performance goals and objectives, budget allocations, implementation of new services or program activities.
 - 2. Summarize services and activities provided during the report period.
 - 3. Describe how actual services and activities varied from expectations, both positively and negatively.

ATTACHMENT V

4. List and describe **specific problems** encountered during the report period. If technical assistance from the Office of Refugee Services is required, please indicate here. (Note: These should be programmatic or service related problems, not minor issues outside our control, such as a flat-tire or a broken window.)
5. Provide at least one positive client case summary **from the report period**. It is not necessary to include specific information about clients' identities. A case summary should be no longer than a short paragraph.
6. Provide at least one client case summary **from the report period** describing a case that presented notable (and typical) barriers to service or a description of a case that presented unusual (not previously encountered) problems.
7. Present any other issues not covered under the preceding headings.
8. Attach supporting documentation, newspaper articles, brochures, and any other relevant materials. However, you may forward such items to your contract manager at any time.
9. Provide a **brief** description of information dissemination activities carried out during the term. A bulleted list of activities and/or publications will suffice with copies of relevant articles, brochures, or other published materials attached.
10. Briefly describe programmatic activities planned for the **next** reporting period.

COST REIMBURSEMENT/FIXED RATE INVOICE					ATTACHMENT VI-A					
Provider Name Provider Address		Contract # _____			PERIOD COVERED BY THIS REPORT		Attachments			
					FROM:					
Line Item	Budget	Revised Amt.	Date Revised	Expenditures This Report	Previous Expenditures	Expenditures YTD	Line Item & Budget Balance YTD	From Page ()	To Page ()	
Advance										
Personnel Category										
Personnel										
Fringe Benefits										
Total Personnel Category Costs										
Expense Category										
Travel										
Client Transportation										
Client Education and Training Tools										
Client Education (Fixed Price)										
Advertising										
Memberships and Subscriptions										
Staff Training										
SAVE Access										
Rental or Use of Space										
Re-credentialing/Recertification										
Office Expenses Category										
Office Supplies										
Printing										
Postage										
Service Agreements										
Telephone										
Equipment Rental										
Sub-Total Office Expenses										
Total Expense Category Costs										
Operating Capital Outlay Category (OCO)										
Indirect Cost Category										
GRAND TOTAL		Amount of Funds Requested								
I certify that the above report is a true and correct reflection of this period's activities, and that the expenditures reported are made only for the items which are allowable and which relate to the purposes of this contract.		Approved For Payment			\$ -	For Department Use Only:				
					Date Invoice Received.....					
		Type of Request			Date Goods or Services Received.....					
		Regular			Date Goods were Inspected & Approved.....					
		Final			Approved For Payment.....					
(Signature of Provider Agency Official)					OCA					
					OCA					
					OCA					
					OCA					
					OCA					
Title:		Date:								

ATTACHMENT VI-B

**PROVIDER NAME
PROVIDER ADDRESS**

FIXED RATE INVOICE

Invoice Period _____

Contract # _____

School Year _____

Invoice # _____

To: Contract Manager Department of Children and Families Refugee Services 1317 Winewood Blvd., Bldg.1, Room 302 Tallahassee, FL 32399-0700	Mail Check to:
---	-----------------------

Based on the unit costs of Adult Education, please pay for the costs of educational services provided to eligible refugee/entrant students enrolled in the Adult Education Program during the contract period as summarized below:

Program Area	Number of Hours this Invoice Period	Fixed Rate	Invoice Amount
Adult General Education (AGE)			\$ -
Total			\$ -

***Note:** Supporting documentation for this invoice may be requested. Documentation may include course attendance logs, or time logs detailing attendance hours, or an attendance hour report that can show services rendered to each eligible client documenting attendance hours, by period and course attended.*

I certify that the above report is a true and correct reflection of this period's activities, and that the expenditures reported are made only for items which are allowable and directly related to the purposes of this contract.

Submitted by:

Signature

Name (Printed)

Title

Date

ATTACHMENT VII

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name and Address of Organization

ATTACHMENT VIII

Refugee Services Minimum Computer Hardware and Software Requirements

- a. Refugee Services Minimum Computer Hardware and Software Requirements for existing machines that are not used to enter data into the RSDS application:

Hardware Requirements	Software Requirements
Pentium 4 Processor, 1.0ghz	Windows 2000 or XP Operating System
512K Cache	Office Pro 2000 or XP for Windows (with MS Access)
FAT32 File System	Netscape or Explorer 6.0 Web Browser
<i>Windows 2000: 128 MB RAM, SDRAM;</i> <i>Windows XP: 256 MB RAM, SDRAM</i>	Pkzip or Winzip Compression Utility
10GB EIDE Hard Drive	McAfee or Symantec Anti-Virus Software
3.5" 1.44MB Floppy Drive	
14-32X IDE CD ROM Drive	
15" Color Monitor	
4MB Video Memory Upgrade	
56K Internal Modem (DSL is recommended)	
104 key Keyboard	
Microsoft PS2 Intellimouse	

- b. Refugee Services Minimum Computer Hardware and Software Requirements for new computers purchased through this contract:

Hardware Requirements	Software Requirements
Pentium IV Processor, 2.0GHz	Windows XP Operating System
512K Cache	Office Pro 2000 or XP for Windows (with MS Access)
FAT32 File System	Netscape or Explorer 6.0 SP1 Web Browser
256 MB RAM, SDRAM, 1 DIMM	Pkzip or Winzip Compression Utility
40 GB EIDE Hard Drive	McAfee or Symantec Anti-Virus Software
3.5" 1.44MB Floppy Drive	
14-32X IDE CD ROM, CD/RW or CD/DVD	
17" Color Monitor	
64MB Video Memory Upgrade	
56K Internal Modem (DSL is recommended)	
Ethernet 10/100 Card	
104 key Keyboard	
Microsoft PS2 Intellimouse	

ATTACHMENT IX

CLIENT RELEASE OF INFORMATION FORM

SAVE IMMIGRATION STATUS VERIFICATION

I hereby authorize the release of Department of Homeland Security data pertinent to my immigration status to the Florida Department of Children and Families and [insert provider name] to access federal public benefits and/or Refugee Services-funded services.

Client Name

Client Signature

Date

SOCIAL SECURITY NUMBER DISCLOSURE

When disclosure of social security number is mandatory (for receipt of federal benefits):

PRIVACY ACT STATEMENT

Pursuant to [insert federal and/or state authority for request] you must provide us with your social security number(s). Giving us your social security number(s) helps to determine your eligibility for assistance or services faster and more accurately. Social security numbers are used by the Florida Department of Children and Families for identify verification, income and eligibility verification, and other purposes related to administration of our programs. [Please include any other uses to which social security numbers are put under this particular statute or relevant program.]

When disclosure of social security number is voluntary (for receipt of RS-funded services):

PRIVACY ACT STATEMENT

Pursuant to [insert federal and/or state authority for request], the Florida Department of Children and Families requests that you provide your social security number(s), but you are not required to do so under the law. However, if you give us your social security number(s) we can determine your eligibility for assistance or services faster and more accurately. The Department uses social security numbers for identity verification, income and eligibility verification, and other purposes related to administration of our programs. [Please include any other uses to which social security numbers are put under this particular statute or relevant program.]

ATTACHMENT X

**ADULT AND VOCATIONAL EDUCATION PROGRAM
ACTUAL EXPENDITURE REPORT
FOR THE FISCAL YEAR 2006-2007
CONTRACT LK _____**

	CONTRACT BUDGET 2006-2007	Fall Term 2006	Winter Term 2007	Summer Term 2007	TOTAL
Personnel Category:					
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Expense Category:					
Travel	\$ -	\$ -	\$ -	\$ -	\$ -
Client Transportation	\$ -	\$ -	\$ -	\$ -	\$ -
Client Education & Training Tools	\$ -	\$ -	\$ -	\$ -	\$ -
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -
Memberships and Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -
Office Expense:					
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -
Service Agreements	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ -	\$ -	\$ -
Program Support Services					
Staff Training	\$ -	\$ -	\$ -	\$ -	\$ -
SAVE Access	\$ -	\$ -	\$ -	\$ -	\$ -
VPN Connection	\$ -	\$ -	\$ -	\$ -	\$ -
Rental/Use of Space	\$ -	\$ -	\$ -	\$ -	\$ -
Recrednetialing/Recertification	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expense Category	\$ -	\$ -	\$ -	\$ -	\$ -
Total OCO Costs	\$ -	\$ -			\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CONTRACT DRAW-DOWN	\$ -	\$ -	\$ -	\$ -	\$ -
SURPLUS/ (DEFICIT)	\$ -	\$ -	\$ -	\$ -	\$ -

ATTACHMENT XI

Term Summary Report

Provider Name: _____
 Contract Number: _____

Term: _____
 From: _____ To: _____

1. Active Clients

Country of Origin	Female				Male				Total # Active Clients
	Total #	Time in Country			Total #	Time in Country			
		0 - 12	13 - 60	61+		0 - 12	13 - 60	61+	
Cuba									
Haiti									
Other									
Total Active Clients									

2. Attendance Hours

Country of Origin	Female			Male			All Clients
	Total # of Possible Enrollment Hours	Total # of Attendance Hours	% of Total Attendance Hours to Possible Enrollment Hours	Total # of Possible Enrollment Hours	Total # of Attendance Hours	% of Total Attendance Hours to Possible Enrollment Hours	
Cuba							
Haiti							
Other							
Totals							

3. Referrals

Country of Origin	Female			Male		
	Total # of Need Based Emp/CC Referrals Identified	Total # of Need Based Emp/CC Referrals Made w/in 14 Days of Need	% of Need Based Emp/CC Referrals Made w/in 14 Days of Need	Total # of Need Based Emp/CC Referrals Identified	Total # of Need Based Emp/CC Referrals Made w/in 14 Days of Need	% of Need Based Emp/CC Referrals Made w/in 14 Days of Need
Cuba						
Haiti						
Other						
Totals						

4. Employment

Country of Origin	Female			Male			All Clients
	Total # of ESOL Clients	Total # of Employed or Emp Registered ESOL Clients	% of Employed or Emp-Registered ESOL Clients	Total # of ESOL Clients	Total # of Employed or Emp Registered ESOL Clients	% of Employed or Emp-Registered ESOL Clients	
Cuba							
Haiti							

5. Documented Progress

Country of Origin	Female			Male		
	Total # of Courses Attempted	Total # of Courses with Documented Progress	% of Courses with Documented Progress	Total # of Courses Attempted	Total # of Courses with Documented Progress	% of Courses with Documented Progress
Cuba						
Haiti						