

<p>REFUGEE SERVICES</p> <p>PROVIDER NAME</p> <p>EMPLOYMENT SERVICES</p> <p>COST REIMBURSEMENT/FIXED PRICE CONTRACT</p>
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A. SERVICES TO BE PROVIDED.

1. Definition of Terms.

- a. Contract Terms.** Contract terms used in this document can be found in the Florida Department of Children and Families Glossary of Contract Terms, which is incorporated herein by reference, maintained in the contract manager’s file and, which is located at the following website:
<http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf>
- b. Program Specific Terms.** Refugee Services (RS) program specific terms used in this document are defined in the Guide to Contract and Refugee Services Program Specific Terms and Definitions, which is located at the following website:
<http://www.dcf.state.fl.us/programs/refugee/glossary.pdf>

2. General Description.

- a.** Employment services are provided to assist eligible refugees/entrants to achieve economic self-sufficiency and effective resettlement in as short a time period as possible through gainful employment.
- b. Authority.** This program is administered under the authority of 45 CFR Part 400 (Health and Human Services (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, Employment services are to be provided to eligible refugees/entrants who reside in [County], Florida. Refugees/Entrants residing in neighboring counties where no RS-funded Employment program exists may be served, with prior written approval from the contract manager.
- d. Major Program Goal.** The primary goal of the employment services program is to assist refugee/entrants in achieving self-sufficiency through job placement and job retention.

3. Clients to be Served.

- a. General Description.** Refugees/Entrants residing in [County], Florida requiring Employment assistance. Refugees/Entrants residing in neighboring counties, where no RS-funded Employment program exists may be served, with prior written approval from the contract manager.
- b. Client Eligibility and Service Priorities.** This contract is funded by Social Services, Targeted Assistance, Cuban/Haitian Discretionary, and Targeted Assistance Discretionary Grants.
 - 1)** Social Services funds can be used to serve refugees/entrants residing in [County], Florida, requiring Employment assistance who have been in the

United States for less than sixty (60) months. The following priorities apply to clients eligible for services funded through the **Social Services Grant**:

- a) **First Priority.** All newly arriving refugees/entrants during their first year in the U.S. who apply for services;
- b) **Second Priority.** Refugees/entrants who are receiving cash assistance;
- c) **Third Priority.** Unemployed refugees/entrants who are not receiving cash assistance; and
- d) **Fourth Priority.** Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.

2) Targeted Assistance funds can be used to serve eligible refugees/entrants residing in [County], Florida, requiring Employment services who have been in the United States for a period less than sixty (60) months are eligible for services under this contract. The following priorities apply to clients eligible for services funded through the **Targeted Assistance Grant**:

- a) **First Priority.** Refugees/Entrants who are receiving cash assistance, particularly long-term recipients;
- b) **Second Priority.** Unemployed refugees/entrants who are not receiving cash assistance; and
- c) **Third Priority.** Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.

3) The following priorities apply to clients eligible for services funded through the **Cuban/Haitian Discretionary Grant**:

- a) **First Priority.** Cuban/Haitian refugees/entrants within their first twelve (12) months in the United States or within twelve (12) months of their dates of asylum;
- b) **Second Priority.** 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 Department of Homeland Security (DHS) and are within their first sixty (60) months in the United States or within sixty (60) months of their dates of asylum; and
- c) **Third Priority.** Cuban/Haitian refugees/entrants who have been in the United States more than five (5) years but who have been involuntarily unemployed more than six (6) months, and who are not receiving services through a mainstream Provider. Clients whose date of entry in the U.S. was more than 10 years prior to the date of intake may only be served on the demonstration of extraordinary need and with the approval of the contract manager.
- d) **Fourth Priority.** All other eligible Cuban/Haitian refugee/entrants.

4) Targeted Assistance Discretionary Grant funds can be used to serve refugees/entrants residing in [County], Florida. The following services apply to clients eligible for the **Targeted Assistance Discretionary Grant**: XXXXX.

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 has final authority on client eligibility.

d. **Contract Limits.**

- 1) Services funded under this contract may be only refugee/entrant specific services, which are designed to meet refugee/entrant 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, Targeted Assistance, 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) Clients receiving RCA may only be enrolled in skills re-certification if employed.
- 4) Participation in the CL program does not exempt any client receiving RCA from participating in job search activities or accepting appropriate employment offered.

B. MANNER OF SERVICE PROVISION.

1. **Service Tasks.**

a. **Task List.**

- 1) **Outreach Services.** The Provider shall ensure that a variety of appropriate outreach activities are designed to familiarize potentially eligible clients with available contract services, to explain the purpose of these services, and to facilitate access to these services. These activities may include, but are not limited to, the development of brochures, posters, media advertisements, and public announcements regarding meetings, workshops, or training. The Provider shall submit all materials to the contract manager for review and approval thirty (30) calendar days prior to publication and dissemination.
- 2) **Client Eligibility Determination.** The Provider shall determine refugee/entrant program eligibility based on the individual’s immigration status, country of origin and date of entry to the U.S. 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 and victims of human trafficking whose eligibility is calculated from the date on the HHS eligibility (children) or certification (adults) letter. A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required to accurately determine eligibility. The latest RS Eligibility Determination guide is online at <http://www.dcf.state.fl.us/programs/refugee/provtraining.shtml>.
- 3) **Immigration Status Verification.** In the event that the Provider elects to use the SAVE/VIS Program, the Provider shall:
 - a) Obtain a written, signed release from each applicant authorizing the release of the Department of Homeland Security (DHS) data to ACCESS Florida, 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 Provider staff using the SAVE/VIS Program.
- 4) **Intake.** Upon determination of client eligibility, the Provider shall conduct an intake and initial data collection including, but not limited to, legal name, alien number, country of origin, immigration status, arrival date in the U.S., current county of residence, date of birth, gender, and, if applicable and if available, social security number and port of entry.
- 5) **Orientation Services.** The provider shall provide orientation services to all eligible clients who have received an intake regardless of employment authorization status. Orientation must include, but is not limited to, information on:
- a) Expectations of the employment program, including requirements to participate in workforce activities for TANF clients and sanctions to RCA and TANF for not accepting employment that is offered;
 - b) Services available through refugee providers, including child care, English language training and vocational training;
 - c) Services provided by the employment program, including job development, job referrals, career laddering, Short Term Training (STT), and On the Job Training (OJT); and
 - d) The availability of assistance in preparing for interviews, job search techniques, developing resumes and completing job applications.
- 6) **Client Release of Information Form.** The Provider shall explain to each client for what purpose information is being collected, and to whom the information may be released. The Provider shall obtain the client's initials and signature in the appropriate section(s) of the Client Release of Information Form (**Exhibit F**).
- a) Social Security Number;
 - b) Department of Homeland Security (DHS) SAVE/VIS data;
 - c) Protected Health Information (PHI); and/or
 - d) Financial Information
 - e) In the event a client refuses to sign the Client Release of Information Form, the Provider shall sign and date the appropriate section of the form stating that the Provider has explained the form and its purpose to the client. Any subsequent revisions to the **Exhibit F** may be implemented without the need of a formal contract amendment.

- 7) **Data Security and Access Request Forms.** The Provider shall ensure that its staff whose duties require them to access client information through the Refugee Services Data System (RSDS) must complete the following annually:
- a) DCF Security Agreement (form CF 0114, which is available from the Contract Manager);
 - b) DCF Security Awareness Training, as specified in Section 26 of the Standard Contract, and;
 - c) Refugee Services Data System (RSDS Security Access Request Form **(Exhibit L)**).
 - d) Any subsequent revisions to the Exhibit L may be implemented without the need of a formal contract amendment.
- 8) **Uptake Analysis.** The Provider shall conduct an annual uptake analysis which identifies the number of eligible clients in the county in the prior federal fiscal year and the number and percentage that used the refugee employment services. The analysis will also explain any gaps in providing this service, such as clients who participate in Match Grant activities or receive services through other programs. The report for the prior year is due no later than January 15th.
- 9) **Follow-up Contact.** The provider shall follow-up with the employer (at least one contact must be in person, except in instances where the employer utilizes independent verification system, i.e. Work Number) at a minimum of 10, 90, and 180 days after job placement and with clients at a minimum of 10, 30, 60, 90, and 180 days after placement. At the 90 and 180 day follow up, the provider shall document:
- a) If clients are employed;
 - b) The position held by clients;
 - c) The number of hours clients are currently working and the wage per hour;
 - d) Whether clients have or will have private health insurance coverage, or when it may be available (i.e., 60 days, 90 days, 180 days);
 - e) Employer satisfaction or dissatisfaction with the clients' job performance, the reason for any dissatisfaction and any suggestions for employee improvement; and
 - f) Reason(s) for job termination. If the clients are no longer employed and has not had the benefit of additional program job placement services, the provider shall contact the clients to determine current work status and reason for job termination.

The provider shall complete the Employment Services Economic Status Determination Form for clients who receives a 90-day and/or 180-day follow-up.

The provider shall obtain either a copy of the clients' most recent check stub or the employer's signature on the Employment Services Economic Status Form to verify the employment-at the 90-day and 180-day follow-up and maintain in the individual clients' case file.

For TANF clients, follow-up on employment must adhere to the documentation requirements of the TANF program.

- 10) Support Services.** The provider shall have established links with other local providers to ensure that the supportive service needs of program participants can be met in accordance with their employability or CL plan. The provider shall have a list of service providers to which clients can be referred including the services they provide, referral information, and eligibility criteria as well as a procedure for identifying additional service providers to meet currently unidentified client needs. Such support services shall include, but are not limited to; child care, transportation, legal assistance, English language instruction, and vocational training.
- 11) Survey Local Job Market.** The provider shall analyze the local job market to determine the occupations available in the community relevant to the skills and abilities of the arriving population, develop a list of major employers and significant employers of refugees, identify prevailing wages, and maintain a record of all job development activities. This information shall be provided to RS in the form of a written narrative report each federal fiscal year for the duration of the contract and be presented to the local Refugee Task Force no later than December 31 on an annual basis.
- 12) Job Development Services.** The provider shall coordinate job development services based on the knowledge of the specific needs and skills of the target population and the local job market. The provider shall provide clients with customized job placement services. The provider shall market clients' abilities, negotiate with employers and facilitate successful job matches and placements. The provider shall identify and recruit potential employers and shall develop and maintain an organized system for recording job openings, employers, and job referrals. The provider shall have an electronic job bank. Agreements with employers for on-the-job-training, group placements, placements with built-in promotional sequences or other special conditions for placement shall be established.
- 13) Pre-Job Placement Services.** The provider shall make available pre-job placement services, delivered either on an individual or group basis. The services shall include providing information on:
- a) Employer expectations including appropriate dress, demeanor, timeliness, initiative, and job interview techniques and other personal attributes that will promote hiring;
 - b) Common employment practices including payroll deductions, the availability of health insurance and retirement benefits and tax implications of status as an independent contractor versus an employee;
 - c) Work-related skills such as money management and travel; vocational English; interpersonal and communication skills; and
 - d) Career counseling and planning strategies for employment after first job placement.

In addition, the provider shall facilitate the development of resumes and proper completion of job applications as well as provide interview assistance.

14) Job Placement. The provider shall place clients in jobs that meet the criteria for employment in 45 CFR 400.81.

- a) The Provider shall provide referrals to identified jobs for which the client is qualified and, to the greatest degree possible; the position is related to the client's employment plan.
- b) The Provider shall assist clients in developing resumes, completing job applications on paper and on-line, obtaining interviews and ensure the client understands when and where the interview will occur.
- c) The Provider shall emphasize full-time placement in jobs which offer health insurance access within six (6) months of employment.
- d) The Provider shall place career laddering (CL) clients into positions that are related to clients' CL plans as a result of the CL services received.
- e) The Provider shall complete the placement form for each job placement and obtain either a copy of clients' most recent check stub or the employer's signature to verify the job placement.
- f) The provider shall enter all information on clients that have been placed in employment, including known self-placements as well as full-time and part-time placements, designating each in the appropriate category in Web RS. Refugee Services will determine which placements qualify as benchmark payments. The Provider shall continue to provide services to clients who are self-placed including, but not limited to, subsequent referrals, case management and follow-up contact.

15) Career Laddering Programs. The provider shall provide the following services to CL clients:

- a) **Career Laddering Assessment.** The provider shall conduct a career laddering assessment within fifteen (15) calendar days of identifying clients as eligible CL clients. All activities shall include:
 1. Career Laddering orientation, including an explanation of program procedures and expectations for client participation;
 2. Assessment of clients' education level, native language literacy, English literacy and speaking ability, prior work experience, and relevant vocational skills;
 3. Collection of supplemental intake information, including such information as educational attainments, locations, diplomas and/or degrees, and work history; and
 4. Vocational testing to verify skills for which clients lack documentary proof.
- a) **Career Laddering (CL) Plan Development.** An individualized CL plan shall be developed, concurrent to the CL assessment, jointly by the provider and clients and shall be signed by clients. Career Laddering plan development shall include:
 1. Establishment of a career goal;
 2. Identification of pre-career laddering work adjustment counseling service needs;

3. A formal delineation of steps to accomplish the career goal which identifies the responsible party in each step;
4. Follow-up information to show clients' progress;
5. The date clients are eligible for job placement;
6. Training completed by clients, including date completed;
7. Skills achieved by clients, including date achieved; and
8. Goal completion dates.

b) **Career Laddering (CL) Services.** Career Laddering Services may include, but are not limited to:

1. Skills re-certification, including diploma/degree evaluation, translation of documents and other credentialing activities;
2. Referrals to or enrollment in training;
3. English language and skill improvement

16) On-the-Job Training. The Provider may enter into agreements with employers to place refugees in temporarily subsidized employment through On-the-Job Training when subsidized employment is expected to lead to full-time unsubsidized employment. Subsidized employment must be targeted to the development of participant job skills that are marketable to more than one employer. **Wages for clients with a date of entry or date granted asylum less than 12 months prior to the date of placement in an OJT opportunity may be subsidized up to ninety percent (90%) of clients' hourly wage rate during the term of the OJT agreement, not to exceed six (6) months. Wages for clients with a date of entry or date granted asylum more than 12 months before the date of placement in an OJT opportunity may be subsidized up to ninety percent (90%) of clients' hourly wage rate during the term of the OJT agreement, not to exceed six (6) months.** On-the-Job Training services may be provided in either regular employment or the CL program. Providers must report on subsidized employment activities in each narrative report including the number of participants during the period, the number who successfully transitioned to unsubsidized employment and the number each that voluntarily or involuntarily left OJT. Providers who choose to participate in On the Job training must:

- a) Outreach to prospective employers;
- b) Develop agreements with employers detailing the payment of subsidized wages, the process for referral of qualified participants, and the responsibilities of prospective employers to train participants and hire qualified participants at the close of the subsidy period;
- c) Set limitations on participating employers, including standards for declining to continue subsidized employment with employers who fail to hire participants after the period of subsidized wages; and
- d) Report on subsidized employment activities in the narrative report.

17) Short Term Training. The provider may provide directly or enter in agreements with other organizations to provide short-term training expected to develop skills leading to full-time employment. Short-term training must be targeted to jobs normally available on an ongoing basis in the local community

and for which specific short-term training is not offered by the refugee adult education provider. Providers who choose to develop short-term training programs must:

- a) Identify jobs requiring limited training that are regularly available in the local community;
- b) In coordination with voluntary agencies in the service area, establish a process to identify refugees having the greatest difficulty in finding employment based on language, lack of work experience and limited education in the home country;
- c) Develop short term training that will result in marketable skills for locally-available jobs, including targeted work-related English as appropriate;
- d) Place participants in paid employment after the completion of training;
- e) Evaluate each training to determine placement and retention rates of participants and identify trends in successful placements by training type and participant characteristics; and
- f) Providers must report on each training in each narrative report including the number of participants during the period and the number who were successful in obtaining unsubsidized employment
- g) Obtain prior approval from contract manager for any new short term training program and/or any short term training program that will exceed 8 consecutive weeks.

18) Adult Education Services. The Provider may offer Adult Education (AE) services to eligible clients, including, but not limited to, assessing clients' education levels and employability skills; developing education and employability plans; providing English Language Instruction, Adult General Education, and Vocational Training; maintaining student attendance records; and assessing client progression. These services may be provided directly by the Provider, through subcontract(s), through a direct tuition payment method with an AE provider in the area, or any combination thereof. If the Provider will be offering these services through any of these means, the Provider shall submit a plan to the Department which must be approved prior to any service delivery or expenditure.

19) Self-Employment Assistance. The Provider may assist clients who possess specific marketable talents (e.g. artist, gardener) who are interested in self-employment. The Provider may provide clients with specific information on self-employment management or make arrangements to refer and broker equal access to mainstream programs offering information including, but not limited to, budgeting, legal, tax concerns, and small business incorporation, as well as programs which provide micro-enterprise loans. The Provider may provide assistance up to a maximum dollar amount per client set in the budget. The Provider shall follow up with the client every month for up to 6 months, and then again at 12 months to assess the client's income compared to the Family Self-Sufficiency Plan's required income for household budget needs.

20) Employment Authorization Update. The provider shall update the employment authorized status for all clients as changes in the employment authorization status of clients occur.

21) Refugee Cash Assistance (RCA) Job Search.

- a) The provider shall ensure that the job search commences upon completion of the employability plan, but not later than fifteen (15) calendar days following intake. Employable RCA clients as defined in 45 CFR 400.71 shall participate in Job Search. ACCESS Florida will refer such participants to the provider for work registration. All referred, employable RCA clients that have registered with the provider shall be considered active clients or new cases opened.
- b) The provider shall continue to make employment referrals until RCA clients are placed in unsubsidized employment. All referrals shall be documented in the clients' files. The provider shall report all employed RCA clients to the local ACCESS Florida office or other designated agency within five (5) calendar days of the date of employment.
- c) The provider shall require that RCA clients comply with the federal requirements in 45 CFR 400.75.
- d) The provider shall abide by the federal guidance spelled out in 45 CFR 400.82 regarding RCA clients' failure or refusal to accept employability services or employment. The provider shall inform the local ACCESS Florida office and the department within five (5) business days of any RCA client who fails or refuses to participate in the required services or to accept an offer of employment.
- e) The provider shall make available to clients the written policies of the RCA program in accordance with 45 CFR 400.55.

22) Coordination with WT Program and Local Agreements. The provider shall ensure that all WT clients follow the WT Program guidelines in accordance with local agreements.

- a) The provider or sub-contractor shall provide items a-e and may provide item f of the following employment services to refugee WT clients referred through the Agency for Workforce Innovation, the ACCESS Florida offices, or the local Workforce Development Board as defined by local agreement.
- b) Within one week of receipt of the clients' data, notify clients of intake appointments at specified provider centers.
- c) If clients are determined to be ineligible for the refugee WT Program, the provider or sub-contractor shall work with the Agency for Workforce Innovation, ACCESS Florida and the local Workforce Development Board to ensure that clients are properly transferred to the appropriate agency.
- d) The provider shall conduct employment preparation and orientation classes for clients, assign or refer for work activities as provided in Section 445.024, F.S., provide assistance in obtaining employment and conduct follow-up activities that meet WT Program requirements and RS requirements.

- e) The provider shall report clients for non-compliance with WT Program requirements through a system established by local agreement at any time during job search, employment preparation, additional job search, or other assigned work activity.
- f) The provider may authorize support services, including subsidized child care referrals and transportation expenses.
- g) The provider shall assist WT clients to satisfy the work requirements for clients in the WT Program as provided in 45 CFR 261.30 and Section 445.024, F.S.
- h) The provider shall ensure that exempt WT clients meet the requirements for exemption from work activities as provided in Sections 445.024 and 414.065, F.S. in accordance with local agreements.
- i) The provider shall notify clients in writing that if an individual in a family receiving temporary cash assistance fails to engage in work activities required in accordance with Section 445.024, F.S., that individual shall be subject to the penalties set out in Section 414.065, F.S. In addition, the provider shall notify the local Workforce Development Board in accordance with local agreements.
- j) WT client records shall be maintained in accordance with the requirements of the Welfare Transition Program.

23) Family Self-Sufficiency Plan (FSSP). The provider shall develop a FSSP within fifteen (15) calendar days of intake for anyone who receives employment or CL services. The plan shall address the employment-related needs for each of the employable members in a family for the purpose of enabling the family to achieve economic self-sufficiency through the employment of one or more family members. Each plan shall include the following:

- a) A determination of the total amount of income a particular family would have to earn to achieve economic self-sufficiency;
- b) A strategy and timetable for attaining that level of family income through the placement in employment of sufficient numbers of employable family members at sufficient wage levels; and
- c) Employability plans for every employable family member receiving employment services as part of the above strategy and timetable and as described in the Employability Plan Development.

24) Economic Status Determination. The Provider shall collect the required information from each client at the following service intervals using the Economic Status Form (Exhibit H):

- a) At intake
- b) At any 90-Day follow-up
- c) At any 180-Day follow-up; and
- d) At service closure
- e) Any subsequent revisions to the Exhibit H may be implemented without the need of a formal contract amendment.

- 25) Case Notes.** The Provider shall maintain readable case narrative information recording all contact with the client, including but not limited to, client progress, service activities, planned future activities and dates of service delivery in each client file.
- 26) Employability Plan Development.** The provider shall develop an employability plan (**Exhibit I**) within fifteen (15) calendar days of new intake and screening. An individualized employability plan shall be developed jointly by the provider and clients and shall be signed by the provider and the clients. The plan shall set forth services intended to result in the earliest possible employment. The employability plan development shall include:
- a) Identification of clients' strengths and barriers;
 - b) Individualized employment goals;
 - c) Pre-employment or work adjustment counseling service needs;
 - d) Support services and training needs;
 - e) The steps needed to accomplish the employment goals and identify the responsible party in each step; and
 - f) Estimated dates for accomplishing goals and date of actual completion.
- 27) Transportation.** The provider shall provide transportation assistance to clients when necessary for participation in employability training or the acceptance or retention of employment, limited by the provider's line item budget, which identifies vehicle usage to clients and/or fare passes on public transportation systems.
- 28) Referrals.** The Provider shall be familiar with community services and, in particular, services provided to refugees/entrants. 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(s), referral follow-up(s), and actual outcome(s).
- 29) Summer Youth Services.** The provider shall place summer youth clients, at minimum wage, with qualified organizations participating in the summer youth program. In the event a summer youth client does not complete the total 120 hours, the provider may enroll additional summer youth clients to complete the required number of hours. The provider shall maintain in the client case file verification of client's age, work authorization and dates parent's enrolled in the refugee/entrant employment program (unless the child is participating in the Unaccompanied Refugee Minor program) and documentation of all work experience hours, including rate of pay, days worked, hours worked, signature of employer and verification of the client's compensation (pay stub or journal transfer). Services shall include:
- a) **Intake:** The selected provider will determine the refugee's eligibility for the program.
 - b) **Assessment:** The selected provider will conduct an evaluation to determine the refugee's readiness for the program
 - c) **Employability Plan:** The selected provider, in conjunction with the participant, will develop a plan that includes:

1. Identifies clients' Strengths and barriers;
 2. Individualized employment goals;
 3. Support services and training needs;
 4. The steps needed to accomplish the employment goals and identify the responsible party in each step; and
 5. Estimated dates for accomplishing goals and date of actual completion.
- d) **Job Identification:** The selected provider will identify jobs available in the local community suited for refugee young adult participant.
- e) **Job Placement:** The selected provider will place participants, at minimum wage for 120 hours, with qualified organizations.

Providers must report on subsidized employment activities in each narrative report. Providers shall enter Summer Youth services deliverable information into RSDS and shall report on Summer Youth services in each narrative report.

30) Case Management and Case Notes. The Provider shall contact clients on a monthly basis regarding referrals, placements, problem resolution and progress through the employability plan or the CL plan. Contact shall be documented in the case notes and, at a minimum, shall include:

- a) Any problems identified by the clients and/or employer;
- b) Any problems addressed by the provider;
- c) Employment status of the clients;
- d) Outcome of job interviews (name of business, date and time of interview, position applying for) and referrals to other service providers;
- e) Whether the clients are employed in the same job, working the same number of hours, receiving the same rate of pay, receiving health benefits, etc.;
- f) If the clients were terminated from employment or voluntarily left employment, details as to why this occurred and what measures were taken to resolve problems and/or what attempts were made to find alternative employment; and
- g) Closing entries that provide a summation of the clients' overall status and addresses the needs and barriers identified in the clients' individual employability plan or CL plan.

31) 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.
 - i. 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/entrant population to be served:
 - ii. 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.
 - iii. 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.
 - iv. 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 sixty (60) days following the contract effective date and submit the LEP Policy Questionnaire annually thereafter (if a multi-year contract). Failure to comply with this requirement may place the Provider in breach of contract and the Provider may be penalized as provided in Section 41.c. of the Standard Contract.

32) 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; RCA recipients must have at least one placement or self-placement recorded to be considered service complete;
- 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; the client has not participated in service in 30 days;
- f) Unsuccessful closure; client participated but objectives not achieved; or
- g) Death of the client.

33) 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) Client Release of Information Form;
- d) Case notes;
- e) All Referral Information including RCA, WT and child care documentation. Referral records for refugee child care shall be maintained for a minimum of one (1) year from the date of child referral;
- f) Economic Status Determination Form;
- g) Termination of client services documentation (if closed); RCA recipients' case files should reflect a substantial reason for service completion with no placement recorded, such as no longer seeking employment due to illness.
- h) Information on the CL client's educational attainments, with notation of specific dates, locations, diplomas, and/or degrees, as appropriate;
- i) A completed FSSP developed for each family unit;
- j) A completed employability plan for each employability family member receiving employment services, including test and assessment instruments utilized in developing the employability plan, signed by the client;
- k) A completed CL plan for clients receiving CL services, including test and assessment instruments utilized in developing the CL plan, signed by the client;
- l) A copy of OJT agreement (if applicable) and documentation, sufficient for audit, of all OJT services received including amounts and dates of payments to employers;
- m) Documentation of all CL services received, including a legible photocopy of all skills re-certification or re-credentialing information and receipts for payment of all services received;
- n) A completed Refugee/Entrant Employment and Career Laddering Job Placement Form and supporting documentation (employer signature or

client pay stub) for each placement, CL placement or self-placement;
and

- o) A completed Employment Services Economic Status Determination Form including supporting documentation (employer signature or client pay stub) for each 90-day and 180-day follow-up completed and indication of whether or not clients achieved ESS.

b. Task Limits.

- 1) The Provider shall not make stipend payments to a client 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 services under this contract to any individual because an individual refuses to provide his or her social security number.
- 4) Not-for-profit entities are not required to verify eligibility through the SAVE/VIS Program. Client documentation that provides proof of eligibility in accordance with RS guidelines is sufficient to provide services.
- 5) The provider shall not use funds for training and educational programs that last for more than one year and that are not intended to lead to employment within that time.
- 6) The provider shall not place clients in seasonal employment, anticipated to be less than 6 months due to the temporary nature of the work, like harvesting, or due to the annual cycles in the labor market, like Christmas season in retail sales. Such placements must meet the standards as defined under “job placements” in the Glossary of terms.
- 7) Costs associated with Summer Youth Services shall not exceed \$XXXX per client.

2. Staffing Requirements.

a. Staffing Levels.

- 1) The Provider shall ensure adequate program staffing for 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, within fourteen (14) calendar days following the loss of a staff member funded by this contract in part or in whole.
- 2) The staffing levels are contained in the budget (**Project Budget Summary, Exhibit A**) 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 Exhibit A, it will advise the Provider in writing, and the Provider shall have thirty (30) calendar days to remedy the identified staffing deficiencies.

b. Professional Qualifications.

- 1) Professional and paraprofessional staff shall be qualified, as detailed in the job description, in a field appropriate to the services being provided under this contract.
 - 2) The Provider shall require a security background screening and five-year employment rescreening in accordance with Chapter 435, F.S. and 39.001(2)(b), F.S., of all program personnel, mentors and volunteers who work with the youth served by the Provider. Security background investigation documentation shall be maintained on file with the Providers' employment records.
- 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 notification and review 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 Exhibit A), and cost allocation (if applicable). The Provider shall also submit a copy of the candidate's résumé or employment application. All changes must be verified in writing by the contract manager prior to implementation. The Provider shall replace, on the project, any employee whose continued presence would be detrimental to the success of the project with an employee of equal or superior qualifications.
- d. **Subcontractors.**
- 1) Subject to Section 8. 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. **The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor.** Subcontracting shall in no way relieve the Provider of any responsibility for performance of its duties under the terms of this contract.
 - 2) The Provider shall execute contracts for subcontracted services within ninety (90) days of the contract or budget amendment execution date. In the case of an anticipated delay in meeting this requirement, the Provider shall submit a written request for an extension to the contract manager prior to the expiration of the ninety (90) day deadline. Within thirty days of executing contracts for subcontracted services, the Provider shall provide contract manager copies of the executed subcontract.
 - 3) Subcontract Agreements. The Provider shall include in all appropriate subcontract agreements: a detailed scope of work; clear and specific deliverables; performance standards; sanctions for non-performance; programmatic monitoring requirements; fiscal monitoring requirements; and, detailed documentation requirements. The Provider's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds.
3. **Service Location & Equipment.**
- a. **Services Delivery Location.** Under the terms of this contract, the Provider shall provide services at:
- 1) [Insert physical location street address]

2) [Insert other Service Delivery Location information as necessary]

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 in [COUNTY], Florida, except for state recognized holidays. Because many clients can be better served with extended hours, the Provider is encouraged to or shall 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 thirty (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, Exhibit B**). Said listing shall include a description and location of the property, as detailed on **Exhibit B**. A copy of the inventory list is to be maintained in the contract manager's file.

4. Deliverables.

a. Service Units. Service units will be the individual components of the benchmarks as listed in the Monthly Benchmark and Payment Table in section C.3.c.1)

- 1) The estimated annual service units specific to the Summer Youth Program shall be a minimum of **XXX X placements**.

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 (ORR) 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 2003 or newer version, MS Word 2003 or newer version, MS Excel 2003 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 attorney's 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. In the case of an anticipated delay in meeting this requirement, the Provider shall submit a written request for an extension to the contract manager prior to the expiration of the submission deadline. All due dates not specifically identified are calendar days.

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	DCF Office
Electronic Data as specified in Web-RS User Guide	Monthly/Quarterly Term	10th day of each month/quarter term	N/A	Refugee Services 401 NW 2 nd Avenue Suite N-812 Miami, Florida 33128
Invoice Exhibit D	Monthly/Quarterly Term	20th day of each month/quarter term	1 electronic and 1 hard copy	Refugee Services 401 NW 2 nd Avenue Suite N-812 Miami, Florida 33128
Narrative Reporting Requirements, as specified in Exhibit C for contracts receiving Social Services, Targeted Assistance or Targeted Assistance Discretionary Grant funding	Every four (4) months	02/10/2012 06/10/2012 10/10/2012 02/10/2013 06/10/2013 10/10/2013	1 electronic and 1 hard copy	Refugee Services 401 NW 2 nd Avenue Suite N-812 Miami, Florida 33128

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	DCF Office
Narrative Reporting Requirements, as specified in Exhibit C for contracts receiving Cuban/Haitian Grant funding	Every six (6) months	04/10/2012 10/10/2012 04/10/2013 10/10/2013	1 electronic and 1 hard copy	Refugee Services 401 NW 2nd Avenue Suite N-812 Miami, Florida 33128
Actual Expenditure Report, as specified in Exhibit G	Quarterly	45 days following the end of the quarter	1 electronic and 1 hard copy	Refugee Services 401 NW 2nd Avenue Suite N-812 Miami, Florida 33128
Limited English Proficiency (LEP) Policy	Within 60 days following the contract effective date [and the LEP Policy Questionnaire annually thereafter (for multi-year contracts)]	12/1/2011 12/1/2012	1 electronic and 1 hard copy	Refugee Services 401 NW 2nd Avenue Suite N-812 Miami, Florida 33128
Financial and Compliance Audit and accompanying management letter as specified in Attachment III	Annually	Within 180 days following Provider's fiscal year end or within 30 days of Provider's receipt of the audit report, whichever occurs first	2 hard copies to Refugee Services 1 electronic copy to Inspector General	Refugee Services 401 NW 2nd Avenue Suite N-812 Miami, Florida 33128 <hr/> Office of the Inspector General, Provider Audit Unit 1317 Winewood Boulevard Building 5, Room 237 Tallahassee, FL 32399-0700 Flaudgen_localgovt@aud.s tate.fl.us
Inventory Report Exhibit B	Annually and 30 days prior to completion of contract	11/1/2011 11/1/2012 09/1/2013	1 electronic and 1 hard copy	Refugee Services 401 NW 2nd Avenue Suite N-812 Miami, Florida 33128

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	DCF Office
Emergency Preparedness Plan as specified in Section 13. of the Standard Contract	Within 30 days of contract execution, an updated plan shall be submitted no later than 12 months following the acceptance of an original plan or an updated plan	Within 30 days of contract execution and an updated plan annually thereafter for multi-years	1 electronic and 1 hard copy	Refugee Services 401 NW 2nd Avenue Suite N-812 Miami, Florida 33128
Civil Rights Compliance Checklist as specified: Section 35 b. of the Standard Contract	Within 30 days of contract execution and annually thereafter for multi-year contracts	Within 30 days of contract execution and annually thereafter for multi-year contracts	1 hard copy	Refugee Services 401 NW 2nd Avenue Suite N-812 Miami, Florida 33128
Proof of Liability Insurance as specified in Section 10. of the Standard Contract	Within 30 days of contract execution and annually thereafter for multi-year contracts	Within 30 days of contract execution and annually thereafter for multi-year contracts	1 hard copy	Refugee Services 401 NW 2nd Avenue Suite N-812 Miami, Florida 33128
Support of the Deaf and Hard of Hearing as specified in Section 35.g.ii. of the Standard Contract	Monthly	5 th working day of each month	1 electronic	The Office of Civil Rights Form Site: http://fs16.formsite.com/dcfuser/form3/index.html
Local Job Market Survey	Annually	Within 30 days of contract execution and annually thereafter for multi-year contracts	1 electronic and 1 hard copy	Refugee Services 401 NW 2nd Avenue Suite N-812 Miami, Florida 33128
Uptake Analysis	Annually	January 15, 2014 January 15, 2015 January 15, 2016	1 electronic and 1 hard copy	Refugee Services 401 NW 2nd Avenue Suite N-812 Miami, Florida 33128

- 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 Employment 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 RS. Refugee Services will produce the official data report from the Provider's electronic data the first 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 by RS of reporting discrepancies, the Provider has three (3) business days from the date of notification of the errors to correct and return the electronic data. If discrepancies are reported by the Provider, the Provider shall correct and return the electronic data within three (3) business days of the notification. The Provider shall notify the Contract 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 41. of the Standard Contract.
- 5. Performance Specifications.** Performance measures will be reviewed on a quarterly basis.
- a. **Performance Measures.** The performance standards are calculated on a quarterly basis for each Federal Fiscal Year (FFY) within the contract period.

- 1) XX Percent (%) of active unemployed clients awaiting job placement shall receive at least one job placement.
- 2) XX Percent (%) of placed clients that shall be employed at the 90-day follow-up.
- 3) XX Percent (%) of placed clients that shall be employed at the 180-day follow-up.
- 4) XX Percent (%) of clients with a full-time job placement shall have access to health insurance.
- 5) XX Percent (%) of all first year clients enrolled in the employment program shall have a least one job placement.
- 6) XX Percent (%) of clients participating in short term training will be employed within 60 days of completion of training program.
- 7) XX Percent (%) of RCA clients required to register for work shall receive an intake within 60-days of RCA approval. This measure may be revised based on any difficulties related to the accuracy or availability of data on RCA recipients.

b. Description of Performance Measurement Terms.

- 1) Performance measures 2) and 3) include unduplicated clients within the previous six (6) months prior to the Federal Fiscal Year (FFY 2012) and clients in the new FFY 2013.
- 2) **Active unemployed client.** A client for whom an intake was conducted up to the ending report period with no closure up to the report ending period and having no placements prior to the start of the report ending period.
- 3) **Awaiting job placement.** A client with no recorded job placement from intake up to report starting period.
- 4) **Clients with first job placements.** A client having the first placement recorded during report period, including self-placements

c. Performance Evaluation Methodology.

- 1) The determination for the minimum performance standard detailed in B.5.a.1) is:

# of clients with first job placements	≥ XX%
# of active unemployed clients awaiting job placement	

- 2) The determination for the minimum performance standard detailed in B.5.a.2) is:

# of placed clients employed at 90-day follow-up	≥ XX%
# of 90-day follow-ups due to be completed	

- 3) The determination for the minimum performance standard detailed in B.5.a.3) is:

# of placed clients employed at 180-day follow-up	≥	XX%
# of 180-day follow-ups due to be completed		

- 4) The determination for the minimum performance standard detailed in B.5.a.4) is:

# of clients placed in at least one full-time job with access to health insurance	≥	XX%
# of clients placed in at least one full-time job		

- 5) The determination for the minimum performance detailed in B.5.a.5 is:

# of first year clients with at least one job placement.	≥	XX%
# of active unemployed first year clients awaiting job placement		

- 6) The determination for the minimum performance detailed in B.5.a.6. is:

# of STT clients employed within 60 days of completion of STT	≥	XX%
# of STT clients after 60 days of completing the STT program		

- 7) The determination for the minimum performance detailed in B.5.a.7. is:

# of RCA clients required to register for work with ACCESS county code in provider direct service area with a completed intake within 60 days of RCA approval	≥	XX%
# of RCA clients required to register for work with ACCESS county code in provider direct service area.		

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 will 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 6 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 terminate the contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances.

6. Provider Responsibilities.

a. Provider Unique Activities.

- 1) The Provider must be knowledgeable of the refugee/entrant populations to be served in the identified service area.

- 2) 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.
- 3) 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/entrant'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/entrant women.
- 4) 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, community based organizations and other service organizations that provide services to refugees/entrants. The failure of other Providers or entities to cooperate or properly perform service does not relieve the Provider of 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 (SSN), 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 the SAVE/VIS Program, 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, ACCESS Florida and/or DHS. Prior written consent from RS, ACCESS Florida, 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.
 - d. **Refugee Clients under Age Eighteen (18).** Providers who work with children and youth shall have and provide to the Department upon request written policies regarding: the removal of refugee children/youth from the premises; the procedures employees must follow whenever a refugee child/youth fails to present to the facility as scheduled, planned or anticipated; the procedures the provider has in place to account for the presence of children/youth in their care throughout the time the refugee child/youth is in their care (i.e. head counts; field trip procedures, etc.), and any other matter(s) the Provider and/or subcontractor has established to protect refugee children in their care from unauthorized removal, and the prevention and reporting of missing children. This section applies to all tiers of subcontractors.
7. **Departmental Responsibilities.**
- a. **Department Obligations.** The Department will provide a single point of contact, the contract manager, as set out in Section 45.c. 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) business days. 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 Employment services upon written request;
 - 3) Review and verify the Provider's reimbursement requests within five (5) business 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 the SAVE/VIS Program, including:

- a) Forward to the Provider the required operating instructions for access to and use of the SAVE/VIS Program;
- b) Request user access from ACCESS Florida 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 the SAVE/VIS Program 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.
- 6) The Department, based on actual costs, reserves the right to unilaterally reduce payment, increase output/units, and/or remove money from the contract.
- 7) The Department is the final authority over acceptable criteria defining a job placement, and 90- and 180-day follow-up.

c. Monitoring Requirements.

- 1) The Provider will be monitored in accordance with Children and Families Operating Procedure 75-8 (CFOP 75-8). Contract Monitoring Operating Procedures can be obtained from the contract manager, and is incorporated herein by reference.
- 2) The Provider will be monitored on its performance of all tasks and special provisions of the contract.
- 3) **Welfare Transition Program and Compliance Monitoring.** To ensure that correct policy and procedure is followed, and to ensure data accuracy, the provider shall complete quarterly internal monitoring reviews.

C. METHOD OF PAYMENT.

- 1) **This is a Fixed Price (Unit Cost)/Cost Reimbursement Contract.**
- 2) **Total Contract Amount.** The Department will reimburse 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 up to a total dollar amount not to exceed \$XXXX subject to the availability of funds. The funding level for the first year, from **(date) to (date)** is \$XXXX. The funding level for the second year, from **(date) to (date)** is \$XXXX. The funding level for the third year, from **(date) to (date)** is \$XXXX. As funding is based on the availability of funds, the contract amount may be increased or decreased at any time.

3) **Service Units.**

- a) **Fixed Price (Unit Costs).** The Department agrees to pay the Provider for the delivery of service units provided at the unit price outlined in **Exhibit A**, up to a total dollar amount not to exceed **\$XXX** for the first year of the contract, **(date) to (date)**, **\$XXX** for the second year of the contract, **(date) to (date)**, and **\$XXX** for the third year of the contract, **(date) to (date)**, subject to the availability of funds. Although based on unit price, this contract is funded by a federal grant and contract payments must ultimately be based on actual costs.
- b) **Service Unit Rates.** Service unit rates are estimated costs of performance and will be periodically adjusted to reflect the cost of performance actually incurred, based on the Department’s review of the actual expenditure reports submitted by the Provider, provided that the actual expenditure reports reflect a deficit or surplus in operational costs. Adjustments to the service unit price will be made via contract amendment, reflecting the Department’s determination of the price that should be applied in light of the actual expenditure reports. Refunds of payments made to the Provider in excess of the actual costs of providing contracted services will be refunded to the Department in accordance with Section C.11.
- c) The number of clients served shown in the monthly benchmark table, **Exhibit A**, is not the performance goal for the contract, rather, is a set of estimated numbers allocated to different categories of service. Performance measures are outlined in Section B.5 of this attachment. Client numbers and service cost totals may be reallocated within the Service Unit Tables without the need for a formal contract amendment, however such changes are subject to the conditions specified in Section C.9. of this attachment.

1) Monthly Benchmark and Payment Table for the period **(date) to (date)**

Service Units	Verified Placements Achieved	Unit Price
Monthly Employment Services with Benchmark 1		
Benchmark 2		
Benchmark 3		
Benchmark 4		

Secondary Benchmark and Payment Table

Service Units	Verified Placements Achieved	Unit Price
Secondary Benchmark 1		
Secondary Benchmark 2		
Secondary Benchmark 3		
Secondary Benchmark 4		

2) Monthly Benchmark and Payment Table for the period **(date) to (date)**.

Service Units	Verified Placements Achieved	Unit Price

Monthly Employment Services with Benchmark 1		
Benchmark 2		
Benchmark 3		
Benchmark 4		

Secondary Benchmark and Payment Table

Service Units	Verified Placements Achieved	Unit Price
Secondary Benchmark 1		
Secondary Benchmark 2		
Secondary Benchmark 3		
Secondary Benchmark 4		

3) Monthly Benchmark and Payment Table for the period (date) to (date).

Service Units	Verified Placements Achieved	Unit Price
Monthly Employment Services with Benchmark 1		
Monthly Benchmark 2		
Monthly Benchmark 3		
Monthly Benchmark 4		

Secondary Benchmark and Payment Table

Service Units	Verified Placements Achieved	Unit Price
Secondary Benchmark 1		
Secondary Benchmark 2		
Secondary Benchmark 3		
Secondary Benchmark 4		

d) **Conditions of Fixed Price Payment.**

1) Service Unit Costs Definitions

- a) Monthly Employment Services for each Benchmark has been delivered when the provider has completed eligibility determination and initial data collection and, as required, prepared a family self-sufficiency plan, an individual employment plan or a career laddering plan and provided pre-employment or work adjustment counseling. **Financial consequences in accordance to Section 21. of the Standard Contract are implemented through withholding payment if the provider fails to achieve the minimum requirement as indicated in the monthly benchmark and payment table.**

- b) Multiple benchmarks could be achieved each month based on the number of verified placements reported. **Part time placements will not be included in payment of verified placements.**
 - c) A placement (including employment or career laddering) has been delivered when an eligible client accepts full-time employment as a result of a referral from the employment service Provider. Placements achieved for the purposes of payment during any month shall include only verified placements made with both placement and verified dates recorded in RSDS by the date specified for data submission as required in section B.4.b.4) of the contract. Only one verified placement can be claimed for any client in any 30 day period.
 - d) A secondary benchmark is payable under the following conditions:
 - i. There exists unpaid benchmarks in prior invoice months within the current budget year, and
 - ii. The total verified placements exceed the maximum number for benchmark 4 in the invoice month that the secondary benchmark claim is made and the claim for secondary benchmarks shall occur in the same invoice month in which benchmark 4 is exceeded.
 - iii. More than 1 secondary benchmark may be paid on a monthly invoice based on the Secondary Benchmark Table provided that the total secondary benchmarks do not exceed the number of unpaid monthly benchmarks in the previous months within the current budget year.
 - e) The Provider may receive no more than three (3) employment placements per client within a contract period.
 - f) The Provider may receive no more than three (3) career laddering placements per client within a contract period.
 - g) The Provider may receive career laddering placements only if the placement is related to the Career Laddering Plan.
 - h) The Provider may not receive placements for clients' self placements
- 2) **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 \$XXXX for the period from (date) to (date), \$XXXX for the period from (date) to (date), and \$XXXX for the period from (date) to (date), subject to the availability of funds.
- a) **Invoice Requirements.** The Provider shall submit all reimbursement requests for services or expenses in sufficient detail for a pre-audit and post-audit. The Provider shall request reimbursement for actual allowable expenditures made within the limits of the line item budget through the submission of a properly completed invoice (**Exhibit D**) and page-numbered supporting documentation to the Department's contract manager.
1. **Supporting Documentation Requirements.**
- a. **Fixed Price.** Refugee Services will produce the official fixed Price invoice report and supporting documentation the first (1st) 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 (Exhibit D, Invoice) based on the official fixed price 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 multiplied by the number of hours worked must be stated. Supporting documentation must be included detailing the hours represented on the invoice. Such documentation should include time sheets or a time log and either copies of canceled payroll checks or the applicable check numbers.
- 2) **Postage and Reproduction Expenses.** Purchases made from outside vendors must be supported by paid invoices and/or receipts and copies of canceled checks if available. 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 and copies of canceled checks documenting actual payment of expenses are required for all expenses incurred, (e.g., office supplies, printing, long distance telephone calls, etc.). Sufficient documentation is required for all expenses of this nature.
- 4) **Travel.** For all travel expenses, a Department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) 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 DFS-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 service provision is available.
- 7) **Department of Financial Services.** The Department of Financial Services reserves the right to require further documentation on an as needed basis.
- 8) **Career Laddering Services Delivery Documentation.** The Provider shall 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, sufficient for an audit trail documenting services provision. Purchases made from outside vendors shall be supported by paid invoices and/or receipts and copies of canceled checks if available.

- 9) **On-The-Job Training.** The provider shall maintain records of all agreements between the provider and the employer participating in on-the-job training. Supporting documentation shall include the names (or unique identifiers) of clients receiving on-the-job training, the dates of training, the hourly wage, the amount to be reimbursed to the employer and the intention of the employer to hire the client upon completion of training. The provider shall maintain time sheets or a time log of hours the client worked and wages received by the client (pay-stub), verification of reimbursement to the employer and verification that the client obtained unsubsidized employment with the employer providing the training.
- 10) **Short-Term Training.** The provider shall maintain records of all agreements between the provider and the vocational training provider participating in short-term training. Supporting documentation shall include the names (or unique identifiers) of clients receiving short-term training, and dates of training, sufficient for an audit trail documenting services provision. Purchases made from outside vendors shall be supported by paid invoices and/or receipts and copies of canceled checks if available.
- 11) **Self-Employment Assistance Documentation.** The Provider shall 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, sufficient for an audit trail documenting services provision. Purchases made from outside vendors shall be supported by paid invoices, receipts and copies of canceled checks if available.
- c. If any compensation under this contract is based on Provider costs, in order to be recognized for such purposes, all such costs must be of a type authorized by Attachment I, allowable in nature under Federal standards and State law, reasonable in amount and prudently incurred in the performance of services under this contract. Additionally, cost reimbursement remains subject to any contract terms relating to performance and other conditions affecting compensation. Except as otherwise provided in Attachment I, to the extent that administrative, overhead or similar costs are recognized for purposes of compensation, such costs are limited to recurring costs normally and prudently incurred in the ordinary course of business in the delivery of services under this contract and will not include extraordinary costs or costs resulting from or relating to uninsured loss, litigation or nonrecurring events, regardless of cause. Furthermore, recovery of any cost is barred by the indemnity provisions of this contract to the extent resulting from any imprudent or negligent act or omission of the Provider, its agents, employees or subcontractors.
- d. Refugee Services reserves the right to request additional information from the Provider regarding invoice supporting documentation.

2. Invoice Schedule.

- a. **Fixed Price/Cost Reimbursement.** The Provider shall submit a properly completed invoice for service units and expenses no later than the 20th of each month following the month of service provision. In the case of an anticipated delay in meeting this requirement, the Provider shall submit a written request for an extension to the contract manager prior to the expiration of the submission deadline. In order for supplemental invoices to be reviewed and approved for payment they must be received by the Department's contract manager within ninety (90) calendar days of the month of service

provision. The final invoice is due forty-five (45) days after the contract ends or is terminated. Cost reimbursement charges on the invoice must be accompanied by supporting documentation.

3. **Invoice Approval Process.** The RS contract manager will have five (5) business 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.
4. **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.

5. **Cumulative Actual Expenditure Report.** The Provider shall submit a cumulative actual expenditure report (as specified in Exhibit G) to the Department's contract manager forty-five (45) days following the end of each quarter/term/six-month period. The cumulative actual expenditure report shall reflect:
 - a. Line item actual expenditures incurred during the quarter/term/six-month period;
 - b. Sufficient line item detail by line item (e.g. include staff position titles and actual expenditures under the Personnel line item); and
 - c. Line item expenditure projections for the remaining quarter/term/six-month period(s), if any; and
 - d. The Department reserves the right to request reimbursement for payments issued to the Provider that exceed actual expenditures that cannot be reasonably justified through these expenditure reconciliation reports.
 - e. Although payment is based on unit rates, this contract is funded by a Federal grant and contract payments must ultimately be based on actual reimbursable costs. If the expenditure report submitted at the end of each contract budget year identifies any unearned income, the Provider may be directed to return funds to the Department.
6. **Annual Actual Expenditure Report.** Should the Provider's annual actual expenditure report for each contract budget year indicate that payments were made to the Provider in excess of the actual costs of providing contracted services for that contract budget year, the Provider shall refund the difference to the Department in accordance with Section 22 Overpayments in the Standard Contract. During the final year of the contract, the Department reserves the right to request quarterly or monthly expenditure reports to monitor the relationship of fixed-rate payments to actual costs. If, in the Department's sole determination, there appears a potential for payments being made to the Provider in excess of the actual costs of providing contracted services for that final contract year, the Department may require refunds of such excess as frequently as quarterly.

7. **My FloridaMarketPlace Transaction Fee.** This contract is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with 60A-1.032(e), F.A.C.
8. **Appropriation Data.** This contract is funded by the following FY 2012-2013 Appropriation Line Item 348.

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 Sections 5. and 6. 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:
 - a. 45 CFR Part 400 - HHS Refugee Resettlement Program
 - b. 45 CFR Part 401 - Cuban/Haitian Entrant Program
 - c. 45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments
 - d. 2 CFR Chapter II, Parts 215 (OMB Circular A-110); 220 (OMB Circular A-21); 225 (OMB Circular A-87); & 230 (OMB Circular A-122) - Federal Cost/Accounting Principles depending upon type of organizations
 - e. 48 CFR, Chapter 1, Subpart 31.7., Federal Acquisition Regulations for Non Profit Organizations
 - f. Rules 3A-40 and 3A-42, F.A.C., (Bureau of Auditing and Travel Expenses)
 - g. CFOP 40-1 - The Department of Children and Families Travel Rules and Regulations
 - h. CFOP 75-8 - The Department of Children and Families Contract Monitoring Operating Procedure
 - i. CFOP 80-2 - The Department of Children and Families Property Management Rules and Regulations
 - j. Rule 65-29.001, F.A.C., Financial Penalties for a Provider's Failure to Comply with a Requirement for Corrective Action
 - k. The Trafficking Victims Protection Act of 2000
 - l. The Trafficking Victims Protection Reauthorization Act of 2003 and 2008
 - m. Immigration and Nationality Act, 8 U.S.C. 1101 et seq.
 - n. Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193, 110 Stat. 2105
 - o. Intergovernmental Cooperation Act, 31 U.S.C. 6501 et seq.
 - p. 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.** The word "property" as used in this section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is 1 year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more. Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.
 - a. When state property will be assigned to a Provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the Provider where it shall remain until this contract is terminated or until other disposition instructions are furnished by the contract manager. When property is transferred to the Provider, the Department shall pay for the title transfer. The Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the Provider. Business arrangements made between the Provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under their control, the Department shall hold the Provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with CFOP 80-2.
 - b. If any property is purchased by the Provider with funds provided by this contract, the Provider shall inventory all nonexpendable property including all computers. 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.

- c. The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital 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; and, information needed to calculate the federal and/or state share of its cost.
 - d. The contract manager must provide disposition instructions to the Provider prior to the end of the contract period. The Provider cannot dispose of any property that reverts to the Department without the contract manager's approval. 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 including all computers purchased by the Provider. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.
 - e. **The Provider hereby agrees that all inventories required by this contract shall be current and accurate and reflect the date of the inventory. 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.**
 - f. 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 is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of 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. When property transfers from the Provider to the Department, the Provider shall be responsible for paying for the title transfer.
 - g. 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.
 - h. **The Provider hereby agrees to indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this contract.**
 - i. A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved 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. **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 sponsored by the State of Florida, Department of Children and Families, Refugee Services Program, with grants from the U.S. Department of Health and Human Services, Office of Refugee Resettlement. The Provider shall submit all materials to the contract manager for review and approval thirty (30) calendar days prior to publication and dissemination.

- 8. Dispute Resolution.** It is desired that the Provider and Department shall agree to cooperate in resolving any differences concerning performance or in interpreting this contract. Within five (5) business 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) business 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.
- 9. 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).
- 10. 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.
- 11. Contract Renewal.** The contract may be renewed for a period that may not exceed a total of three (3) years or for the term of the original contract, whichever period is longer. Such renewal(s) 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, and shall be subject to the same terms and conditions as set forth in the initial contract, including any amendments.
- 12. Liquidated Damages (for Failure to Comply with Contract Requirements).**

 - a. The Department may assess liquidated damages as an additional remedy pursuant to Section 65-29.001(10), 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 \$XXXX (5% of the total annual contract value ÷ 365) per day for the period (DATE) to (DATE), for each day that the required narrative report submission exceeds the due date as specified in Section B.4.c.1).
 - 2) **Unacceptable Narrative Report Submission.** The Provider may be assessed liquidated damages of \$XXXX (5% of the total annual contract value ÷ 365) for the period (DATE) to (DATE), 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, service expectations, case summaries, 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.

- 3) **Late Electronic Data Submission.** The Provider may be assessed liquidated damages of \$XXX per day (5% of the total annual contract value ÷ 365) for the period **(date) to (date)**, for each day that the required electronic data submission exceeds the due date as specified in Section B.4.c.1), and B.4.c.4)a).
- 4) **Electronic Data Submission Containing Errors or Deficiencies.** The Provider may be assessed liquidated damages of \$XXX per day (5% of the total annual contract value ÷ 365) for the period **(date) to (date)**, for each day that the Provider fails to submit the required electronic data on or before the due date without an extension or for failure to correct electronic data which have been filed but contained errors or deficiencies as specified in B.4.c.4).

- b. In the event that an extenuating circumstance beyond the control of the Provider **affects the timely and/or acceptable submission of the required narrative report** and/or electronic data, the Provider may request an extension of the contract deadline for the narrative report and/or electronic data 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 electronic data and/or narrative report and provide a specific date for submission of the electronic data and/or narrative 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 electronic data and/or 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.

13. Mandatory Reporting Requirements. The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@dcf.state.fl.us. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard,

Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, which can be obtained from the contract manager.

14. Employment Eligibility Verification

a. **Definitions.** As used in this clause—

- 1) “Employee assigned to the contract” means all persons employed during the contract term by the Provider/grantee to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors) assigned by the Provider/grantee to perform work pursuant to the contract/grant with the Department.
- 2) “Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- 3) “Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Provider or another subcontractor.

b. **Enrollment and verification requirements.**

- 1) The Provider/grantee shall—
 - a) **Enroll.** Enroll as a Provider/grantee in the E-Verify program within 30 calendar days of contract award;
 - b) **Verify all new employees.** Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the Provider/grantee/subcontractor to perform work pursuant to the contract with the DCF shall be verified as employment eligible within 3 business days after the date of hire; and
 - 2) The Provider/grantee shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.
 - a) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Provider’s/grantee’s enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Provider/grantee will be referred to a DHS or SSA suspension or debarment official.
 - b) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Provider/grantee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Provider/grantee, then the Provider/grantee must reenroll in E-Verify.
- c. **Web site.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- d. **Individuals previously verified.** The Provider/grantee is not required by this clause to perform additional employment verification using E-Verify for any employee whose

employment eligibility was previously verified by the Provider/grantee through the E-Verify program.

- e. **Individuals performing work prior to the E-verify requirement.** Employees assigned to and performing work pursuant to this contract prior to February 04, 2011 do not require employment eligibility verification through E-verify.
 - f. **Evidence.** Of the use of the E-Verify system will be maintained in the employee's personnel file.
 - g. **Subcontracts.** The Provider/grantee shall include the requirements of this clause, including this paragraph (f) (appropriately modified for identification of the parties), in each subcontract.
15. **Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.** The Provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.219.473, F.S. Pursuant to section s.287.135(5), F.S., the Department may immediately terminate this contract for cause if the Provider is found to have submitted a false certification or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.
16. Health Insurance Portability and Accountability Act. In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment IV to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractor's incidental to Provider's performance of this Contract. The provisions of the foregoing Attachment supersede all other provisions of Attachment I regarding HIPAA compliance.

E. LIST OF EXHIBITS.

- 1. **EXHIBIT A, Project Budget Summary**
- 2. **EXHIBIT B, Property Inventory Report**
- 3. **EXHIBIT C, Narrative Reporting Requirements**
- 4. **EXHIBIT D, Invoice**
- 5. **EXHIBIT F, Client Release of Information Form**
- 6. **EXHIBIT G, Quarterly Actual Expenditure Report**
- 7. **EXHIBIT H, Economic Status Form**
- 8. **EXHIBIT I, Employability Plan Form**
- 9. **EXHIBIT J, Refugee/Entrant Employment and Career Laddering Placement Form**
- 10. **EXHIBIT K, Refugee/Entrant Termination of Client Services Form**
- 11. **EXHIBIT L, Refugee Services Data System (RSDS) Security Access Request (SAR)**

CR Budget to be inserted

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DRAFT

Name of the organization, location, & contract number: _____
 Type of service and report period: _____

A. Please indicate the following:

Number of clients served during the reporting period:

Number of new clients enrolled during the reporting period:

Major countries of origin:

B. Report on major activities undertaken during the reporting period. Focus specifically on activities intended to accomplish the contract goals and objectives as well as any interim objectives achieved within the reporting period. Add examples for each service, for example new employers participating, beginning a short-term training. Please indicate whether the named activity included dissemination/outreach. Describe specific accomplishments for each named activity. Describe any challenges in the planning and execution of the named activity including deviations or departures from the original intent of the named activity.

Activity	Dissemination/ Outreach (Check if Yes)	Accomplishment	Challenge
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		

C. Describe any accomplishments in serving priority populations:

D. Other Activities (Please briefly describe other noteworthy activities):

E. Activities planned for next reporting period (Please include both major and supplementary activities):

F. New program initiatives, plans for program improvement, and service enhancement (Please briefly describe any new initiatives, plans to improve and/or enhance existing programs):

G. Significant findings and events (Please briefly describe any noteworthy finding or event not described above):

H. Indicate contract performance (Please note contract performance measures and actual performance measures):

I. Describe issues that have arisen during this reporting period, how you have addressed the issues, & alternative solutions not currently allowed by your contract.

J. Report new trends in the refugee community (new need for services, increase in certain populations, etc)

K. Any other comments or items to share?

L. Please provide 2 positive client summaries. These client summaries should only involve a priority client who experienced a significant event during the report period.

M. Please provide 1 client summary that presented notable challenges. This client summary should only involve a priority client who experienced a significant event during the report period.

REQUEST FOR PAYMENT		Contract :	
Provider Name			Payment Method:
Provider Address	City	State, zip	FIXED RATE

Line Item	Rate	Budget	Unit	Expenditures	YTD Expenditures	Balance

<p>I certify that the above report is a true and correct reflection of the activities, and that the expenditures reported as made only for the item which are allowable and which related to the purposes of this contract.</p>	FOR DEPARTMENT USE ONLY						Invoice Type:		
	Date Invoice Received:								
	Date Goods and Services Received:	Services From:	Services To:	OCA	AMOUNT				
	Date Goods and Services were Approved:								
Approved for Payment By:									
(Signature of Agency Official)	CONTRACT MANAGER								
Date	Amount Requested								
	Recoup/ Adjusted Amount:					Invoice Nbr.			
	Amount Approved:						<small>Use MonYY/S</small>		

CLIENT RELEASE OF INFORMATION FORM

Client Name _____

INSTRUCTIONS TO THE PROVIDER

The client is requested to read and sign the client rights portion of this form. The provider is required to inform each client of sections I-V of this form and the purpose for

**Client
Initials**

I. SOCIAL SECURITY NUMBER DISCLOSURE

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.

II. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) DISCLOSURE

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

III. PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE

I hereby authorize the release of my protected health information (PHI) to Refugee Services for the purpose of determining eligibility for services or special exemption from program requirements.

IV. FINANCIAL INFORMATION DISCLOSURE

I hereby authorize the release of my financial information to Refugee Services for the purpose of determining eligibility for services and/or economic statistics.

V. CONTACT INFORMATION DISCLOSURE

I hereby authorize the release of my contact information to the vendor approved by the Florida Department of Children and Families for the sole purpose of conducting a survey to rate my refugee experience and generally assess refugee needs. I do not authorize the use of my contact information for any other purpose.

CLIENT RIGHTS

- I have the right to revoke this authorization at any time by writing to the Florida Department of Children and Families and XXX.
- I understand that signing this authorization is voluntary and my treatment, payment, enrollment, or eligibility for benefits is not contingent upon my authorization of this disclosure.
- I understand that information disclosed under this authorization may be re-disclosed by the recipient, and this re-disclosure may no longer be protected by federal or state law.
- The Florida Department of Children and Families and XXX, will give me a copy of this form upon my request.
- I understand that this authorization will expire at the conclusion or termination of the contract between the Florida Department of Children and Families and XXX, unless I specify a different date.
- My signature below indicates that I have read this form entirely, had the opportunity to ask questions, and authorize the use of a copy of this form for the disclosure of the information described above.

PROVIDER USE ONLY

I have explained this form and its purpose to the client and the client has refused to sign.

Provider Signature

Date

Quarterly Actual Expenditure Report

Provider: Contract No.:
 Period Ending: Federal Fiscal Year:
 Service:

Personnel Category	Contract		Quarter 1		Quarter 2		Quarter 3		Quarter 4		YTD		Remaining Budget
	Budget	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Totals	% Total	
A. Personnel											-		-
B. Fringe Benefits											-		-
C. Other Personnel Services (OPS)											-		-
D. Background Checks			-				-				-		-
Totals	-												
Travel Category													
E. Staff Travel & Training											-		-
F. Client Transportation											-		-
Totals	-												
Expense Category													
G. Office Expenses													
1. Utilities											-		-
2. Telephone											-		-
3. Postage/Shipping											-		-
4. Copies/Printing											-		-
5. Office Supplies											-		-
6. Janitorial Supplies											-		-
7. Building Maintenance & Repair											-		-
8. Equipment Repair			-		-		-		-		-		-
9. Office Equipment	-		-		-		-		-		-		-
10. Security Services	-		-		-		-		-		-		-
Totals	-												
Expense Category Cont.													
H. Rental Use of Space											-		-
I. Rental Equipment											-		-
J. Insurance											-		-
K. Advertising/Outreach											-		-
L. Membership Fee/Subscriptions											-		-
M. Client Educational/Training Tools											-		-
N. Program Support			-		-		-		-		-		-
O. Information Resource Technology			-		-		-		-		-		-
P. Subcontracted Services	-		-		-		-		-		-		-
Q. Subcontracted Client Services	-		-		-		-		-		-		-
R. Financial Audit	-		-		-		-		-		-		-
Totals	-												
Indirect Costs Category													
S. Operating Capitol Outlay (>1,000)											-		-
T. Indirect Costs (less OCO)											-		-
Totals	-												
Grand Totals	-												
Contract Expenditures:													
Contract Draw-Down:													
Contract Surplus/Deficit:													
Amount to be Refunded (if applicable):			*		*Amount to be refunded in accordance with Section 13. of the Standard Contract.								

**Refugee Services
Economic Status Determination Form**

Client Name _____ **Alien #** _____

The purpose for collecting this information is to determine the economic statistics of each client throughout their participation in the refugee/entrant program; this information will be used in long term studies to support the federal goals for economic self-sufficiency (ESS). This form must be completed at each of the specified points listed below and maintained in both the client’s file and in RSDS.

Service Point	Date	Employed? Y/N	IF NOT EMPLOYED	IF EMPLOYED <i>(Shaded column needs to be filled out for Adult Education and Career Laddering clients)</i>			Either employed or not
			Unemployed Reason Code	Wage per hour	Full / Part Time	Position Title	Employed in Field of Study Y/N
Service Intake.							
At case acceptance (I-485)*							
Service Closure.							

*(If case is filed with either DOJ or DHS)

Unemployed Reason Codes:

- (1) Registered with RS funded employment Provider
- (2) Laid off from most recent job
- (3) Dismissed (fired) from most recent job
- (4) Quit most recent job
- (5) Not seeking for health reasons
- (6) Primary care Provider for children
- (7) Registered with local workforce board
- (8) Has employment waiting – needs authorization
- (9) Not seeking employment
- (10) Significant barriers to resettlement (mental health, domestic violence, housing, cultural resistance, etc.)
- (11) Contract Manager approved exemption

Barrier to Effective Resettlement and Economic Self-Sufficiency:

- (a) Lack of transportation
- (b) Lack of child care
- (c) Immigration status/employment authorization
- (d) Health problems
- (e) Mental health problems
- (f) Lack of English skills
- (g) Lack of housing / stable living arrangement
- (h) Lack of occupational skills
- (i) Acculturation challenges
- (j) Looking for employment, yet cannot find job

INCLUDE AS MANY BARRIERS AS APPLY

Employability Plan Form

Client Name: _____

I. Client's Strengths:

II. Obstacles to Employment:
 Literacy Disabled Child Care
 English Health Problems Transportation
 Unskilled Other (Specify) _____

Comments: _____

III. Services Needed:
 PET Job Counseling Child Care
 ESL Skills Training Transportation
 Tutoring Literacy Classes Other (Specify) _____

Comments: _____

IV. Job Plan

A. <u>Goals (job/personal development):</u>	<u>Target Date</u>	<u>Date Completed</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

B. <u>Actions to accomplish goals:</u>	<u>Individual Responsible</u>	<u>Target Date</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

V. Comments:

I agree to cooperate with the Employment Specialist in the implementation of my employability plan.

Client's Signature

Date

Employment Specialist

***REFUGEE/ENTRANT
EMPLOYMENT AND CAREER LADDERING
PLACEMENT FORM***

Case Manager: _____

PLACEMENT INFORMATION	
Placement Type	Placement #
<input type="checkbox"/> Employment	<input type="checkbox"/> First
<input type="checkbox"/> Career Laddering	<input type="checkbox"/> Second
<input type="checkbox"/> FMCL	<input type="checkbox"/> Third
	<input type="checkbox"/> Self

Client's Name: _____

Alien #: _____

Beginning Date of Employment: _____

Last 4 Digits of

SSN: _____

Place of Employment: _____

Address: _____

Phone #: _____

Position: _____

Starting Salary: _____

Health Insurance Available within 6 months: Y N

Name & Title of Employer Representative

Signature

Date

(If no employer signature is provided, please include a copy of the client's pay stub.)

REFUGEE/ENTRANT TERMINATION OF CLIENT SERVICES FORM

Date File Closed: _____

Client Name: _____

Reasons for Termination of Client Services:

- 1) Client completion of all objectives and no longer in need of services;
- 2) Client no longer meets eligibility criteria for the program;
- 3) Written or verbal notification by the client of withdrawal from the program;
- 4) Client relocation out of the service area;
- 5) Non-participation of the client; the client has not participated in service in ninety days; or
- 6) Death of the client.

Comments:

Case Manager (Print): _____

Signature: _____ ***Date:*** _____



EXHIBIT L

DATE

REFUGEE SERVICES DATA SYSTEM (RSDS) SECURITY ACCESS REQUEST (SAR)

Date: _____

Contract Number: _____

Provider Name: _____

Employee Requesting RSDS Access: _____

Program: _____

Employee Position Title: _____

Employee Email Address: _____

Date **DCF Security Awareness Training** was completed by employee: _____

DCF Security Awareness Training can be reached going to the DCF internet site at:

<http://www.dcf.state.fl.us/admin/training.shtml>. You will need to follow the link "Security Awareness Training" at the top of the page.

Purpose for RSDS Access:

Supervisor's Name

Supervisor's Signature:

Date of Approval:

Data Security Officer's Name:

Data Security Officer's Signature:

Date of Approval:

Attachment(s):

- DCF Security Agreement** (form CF 0114), signed and dated by both the supervisor and employee requesting RSDS access.
- DCF Security Awareness Training Certificate.** (Internet training certificate).

FOR DEPARTMENT USE ONLY

Contract Manager's Signature

Date

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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients 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
Number

Application or Contract

Name and Address of Organization

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. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. 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, Federal government (direct), other state agencies, and other non-state entities. 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.

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

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. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. 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 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. Contract manager for this contract (2 copies)
 XXX

B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
 Single Audit Unit
 Building 5, Room 237
 1317 Winewood Boulevard
 Tallahassee, FL 32399-0700

Email address: single_audit@dcf.state.fl.us

C. 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 using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

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
 Local Government Audits/342
 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

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.

CF 1120 (12/14/2011)

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function , activity, service , other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
- 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
- 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
 - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
 - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).
 - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
 - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination**5.1 Termination for Cause**

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
 - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
 - 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 - 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
 - 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
 - 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.