



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees approve the 9th amendment to the agreement with Church World Service Refugee Adult Education, providing funds for refugee adult education services to increase the employment potential of eligible refugee/entrant clients who reside in Broward County. Fiscal Impact: Revenue: \$621,720.00 (Cumulative Revenue: \$2,318,807.00)

Presenter(s): Steven Tinsley,

What is the purpose of this contract and why is it needed? The purpose of this contract amendment is to continue the Project RENEW initiative at Broward College. This amendment renews the contract through September 30, 2024, and adjusts the budget and deliverables. The total contract amount is revised to \$2,318,807.00, and the amendment ensures the continuation of services and funding for the project.

What procurement process or bid waiver was used and why? Not applicable. This is an amendment to an existing grant agreement.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Not applicable.

What fund, cost center and line item(s) were used? Refugee Entering New Enterprises and Workforce; GR000252; BU060; CC0073; FD200; PG000360

Has Broward College used this vendor before for these products or services? Yes. Broward College is actively engaged with Church World Services since the inception of this grant project.

Was the product or service acceptable in the past? Yes, the services provided have been acceptable.

Was there a return on investment anticipated when entering this contract? Not applicable.

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? The contract's emphasis on adult education, ESOL coordination, and community partnerships intricately aligns with Broward College's Social Enterprise tactics, enhancing educational and social engagement initiatives within the community.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Revenue: \$621,720.00 (Cumulative Revenue: \$2,318,807.00)

Jamonica Rolle

Jamonica Rolle, Vice Provost, Academic Affairs













8/7/2024

APPROVAL PATH: 12400 Church World Services Refugee Adult Education - Amendment 0009

 **Workflow**

 [Edit View](#)

 [Add Work Item](#)

Stage	Reviewer	Description	Due Date	Status	
1	Steven Tinsley	VP, Workforce Education		 Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
4	Legal Services Review Group	Review and Approval for Form and		 Completed	
5	Board Clerk	Agenda Preparation		 Pending	
6	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	
7	Electronic Signature(s)	Signatures obtained via DocuSign b		 Pending	

This Amendment shall be effective **May 1, 2024**, or the last party signature date, whichever is later. The above referenced Contract is hereby amended as follows:

1. The following items were last addressed in the noted Amendments:
Amendment #0005: 2
Amendment #0006: 8
Amendment #0007: 3, 6, and 7
Amendment #0008: 4, 9
2. In “1. This contract is renewed through September 30, 2025.”, last addressed in Amendment 0005, “September 30, 2025” is replaced by “**September 30, 2024**”.
3. In 1.1., “**\$2,497,087.00**” is replaced by “**\$2,318,807.00**”.
4. The highlighted portions below amend **D-1.2**. The non-highlighted portions below are contextual only and unaffected by this amendment.
D-1.2. is amended to read:
D-1.2. Deliverables/ Service Units for the period October 1, 2023, through September 30, 2024.
D-1.2.1. The Provider shall enroll at least **1,113** clients into any refugee-specific ELI classes.
5. Florida Department of Children and Families (Department) has explicitly extended funding for contract XK060 through July 31, 2024. Reimbursements by CWS for services rendered by The District Board of Trustees of Broward College, Florida between August 1, 2024 through September 30, 2024, are strictly contingent on the Department’s written approval of additional funding beyond July 31, 2024.
6. The table in **F-2**. is replaced by the table below.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
March 1, 2020 – September 30, 2020	\$270,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
October 1, 2022 – September 30, 2023	\$723,010.00
October 1, 2023 – September 30, 2024	\$621,720.00
Total Contract Amount	
	\$2,318,807.00

7. The table in **F-3.1**. is replaced by the table below.

Total Fixed Rate Amount (by budget period)	
Budget Period	Fixed Rate Budget Amount
March 1, 2020 – September 30, 2020	\$257,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
October 1, 2022 – September 30, 2023	\$723,010.00
October 1, 2023 – September 30, 2024	\$621,720.00
Total Fixed Rate Contract Amount	
	\$2,305,807.00

8. The table in **F-3.4.** is replaced by the table below.

Total Cost Reimbursement Amount (by budget period)	
Budget Period	Cost Reimbursement Budget Amount
March 1, 2020 – September 30, 2020	\$13,000.00
October 1, 2020 – September 30, 2021	\$0.00
October 1, 2021 – September 30, 2022	\$0.00
October 1, 2022 – September 30, 2023	\$0.00
October 1, 2023 – September 30, 2024	\$0.00
Total Cost Reimbursement Contract Amount	
	\$13,000.00

9. **EXHIBIT – F2 PROJECT BUDGET (FFY 2024)** is replaced by the attached **REVISED EXHIBIT F2 – PROJECT BUDGET (FFY2024)**.

10. All provisions in the contract and any attachments thereto in conflict with this amendment are changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are made a part of the contract.

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IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

**PROVIDER: THE DISTRICT BOARD OF
TRUSTEES OF BROWARD COLLEGE,
FLORIDA**

CHURCH WORLD SERVICE, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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REVISED EXHIBIT – F2 PROJECT BUDGET (FFY 2024)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #	XK060-BC	CONTRACT AMOUNT:	\$621,720.00
CONTRACT PERIOD:	03/01/2020 - 9/30/24	CONTRACT MANAGER:	Y. Cruz
BUDGET PERIOD:	10/01/23 - 9/30/24	# of Months in Budget Period	12
Personnel		% of budget	Estimated Total
A. Personnel		33.88%	\$ 210,650.00
B. Fringe Benefits		13.55%	\$ 84,258.26
C. Other Personnel Services (OPS)		0.00%	\$ -
D. Background Checks		0.00%	\$ -
Personnel Costs Total			\$ 294,908
Travel			Estimated Total
E. Staff Travel/Training		1.40%	\$ 8,691.00
F. Client Transportation		0.00%	\$ -
Travel Costs Total			\$ 8,691
Expense			Estimated Total
G. Office Expenses			
1. Utilities		0.00%	\$ -
2. Telephone		0.45%	\$ 2,772.00
3. Postage/Shipping		0.03%	\$ 180.00
4. Copies/Printing		0.14%	\$ 900.00
5. Office Supplies		0.14%	\$ 900.00
6. Janitorial Supplies		0.00%	\$ -
7. Building Maintenance & Repair		0.00%	\$ -
8. Equipment Repair		0.16%	\$ 993.00
9. Office Equipment		0.00%	\$ -
10. Security Services		0.00%	\$ -
H. Rental Use of Space		0.00%	\$ -
I. Rental Equipment		0.00%	\$ -
J. Insurance		0.00%	\$ -
K. Advertising/Outreach		0.00%	\$ -
L. Membership Fee/Subscriptions		0.00%	\$ -
M. Client Educational/Training Tools		45.44%	\$ 282,500.00
N. Fixed Price Services		0.00%	\$ -
O. Information Resource Technology		0.04%	\$ 270.00
P. Subcontracted Services		0.00%	\$ -
Q. Subcontracted Client Services		0.00%	\$ -
R. Financial Audit		0.00%	\$ -
Expense Cost Total			288,515
Direct Costs			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)		0.00%	\$ -
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%		4.76%	\$ 29,606.00
Direct Cost Total			\$ 29,606
		100.00%	
Total Contract Budget			\$ 621,720.00
Total Contract Budget Rounded to the Nearest Whole Dollar			\$ 621,720.00

**CONTRACT NO. XK060BC
AMENDMENT NO. 0009
REVISED EXHIBIT – F2 PROJECT BUDGET (FFY 2024)**

Position Title	Salaries				Social Security		Medicare		Health Ins		Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB 6.20%	Amt Charge to Project	Employer's CTRB 1.450%	Amt Charge to Project	Employer's CTRB 13320.00	Amt Charge to Project	Employer's CTRB 397.00	Amt Charge to Project	Employer's CTRB 0.14%	Amt Charge to Project
Sr. Program Director	71,850.00	100%	12	71,850.00	4,454.70	4,454.70	1,041.83	1,041.83	13,320.00	13,320.00	397.00	397.00	100.59	100.59
Operations Manager/Program Coordinator	56,100.00	100%	12	56,100.00	3,478.20	3,478.20	813.45	813.45	13,320.00	13,320.00	397.00	397.00	78.54	78.54
RENEW Student Success Coach/Grant Specialist	52,900.00	100%	12	52,900.00	3,279.80	3,279.80	767.05	767.05	13,320.00	13,320.00	397.00	397.00	74.06	74.06
Administrative Assistant- Part-time	29,800.00	100%	12	29,800.00	1,847.60	1,847.60	432.10	432.10	-	-	-	-	-	-
Totals	210,650.00			210,650.00	13,060.30	13,060.30	3,054.43	3,054.43	39,960.00	39,960.00	1,191.00	1,191.00	253.19	253.19

*Broward College, in lieu of salary increase, may apply a one-time payment pay for performance to all full time employees during the contract year. An estimated one-time-payment pay for performance of 4% for each full time employee salary is estimated, or up to 3% cost of living increase during the contract year.

Position Title	Salaries				Disability Ins		Workers Comp		Retirement/Pension		Totals	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project	Employer's CTRB 0.17%	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB 13.63%	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project
Senior Program Director	71,850.00	100%	12	71,850.00	122.15	122.15	-	-	9,793.16	9,793.16	29,229.42	101,079.42
Operations Manager/Program Coordinator	56,100.00	100%	12	56,100.00	95.37	95.37	-	-	7,646.43	7,646.43	25,828.99	81,928.99
RENEW Student Success Coach/Grant Specialist	52,900.00	100%	12	52,900.00	89.93	89.93	-	-	7,210.27	7,210.27	25,138.11	78,038.11
Administrative Assistant- Part-time	29,800.00	100%	12	29,800.00	-	-	-	-	4,061.74	4,061.74	4,061.74	33,861.74
Totals	210,650.00			210,650.00	307.45	307.45	-	-	26,711.60	26,711.60	84,258.26	294,908.26

*Rounded to the nearest dollars
Legend: CTRB - Contribution
Fringe shows FRS contribution increased to 13.63% to all employees.

PERSONNEL NARRATIVE	
Senior Program Director	The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files; and participates in district as well as in-house trainings and Professional Learning Communities.
Operations Manager/Program Coordinator	Under limited supervision, this position is responsible for providing supervision and management for the day-to-day operations and activities of the division operations, administration functions and administrative support. Responsible for people management of the area, including recommendation of staffing, hiring, termination and discipline, setting performance standards and evaluating staff, and staff development and training. Assists in maintaining, planning and managing budget for the department. Responsible for planning details of procedures and methods to attain objectives. Assists in implementing registration policies and procedures. Serves as a liaison and coordinates interaction between department operating units, other college departments and programs, and/or external agencies, as appropriate. This position also serves as ESOL coordinator, serving as Comprehensive Adult Student Assessment (CASAS) Coordinator scheduling assessment and proctor, maintaining testing policies and procedures. Assists students and resolves student enrollment discrepancies. Attends local, state and national conferences and actively participates in meetings/workshops where Adult Basic Education issues are being addressed. Serves in the absence of the Project Renew Program Senior Director.
RENEW Student Success Coach/Grant Specialist	Under limited supervision, this position is to provide direct service and support to current and former Project RENEW students through several campus locations at Broward College using a case management approach. The Student Success Coach will act as the student's primary advisor and will assist students overcoming challenges that potentially stand in the way of achieving successful completion of the Project RENEW ESOL program. Responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.
Part-time Administrative Specialist	Assists with all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties.

FRINGE BENEFITS	
TYPE	DESCRIPTION
Social Security	6.2% Social Security X \$210,650.00 staff salaries= \$13,060.30.
Medicare	1.45% Medicare X \$301,000.00 of staff salaries= \$3,054.43
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$13,320.00 per year per full time employee.
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$397.00 per year per full time employee.
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .14% of staff salary.
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .17% of full-time staff (FTE) salaries.
Workers Comp	Workers comp is provided by the college to all employees.
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 13.63% of Staff (FTE) salaries. Total salaries \$210,650.00 X 13.63% = \$28,711.60.

**CONTRACT NO. XK060BC
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REVISED EXHIBIT – F2 PROJECT BUDGET (FFY 2024)**

C. OTHER PERSONNEL SERVICES (OPS)
OPS, temporary employees or part time administrative assistance is occasionally necessary for service delivery, should there be an influx in client numbers, a shortage in staffing or to help maintain an appropriate level of service delivery.

D. BACKGROUND CHECKS

Description	Type	# of Units	Unit Cost	Total
Background checks	staff	0	\$ -	\$ -
Background Checks Total				\$ -

Background checks may include, but are not limited to initial employment and ongoing random drug & alcohol testing, preliminary criminal background checks, initial and ongoing driving record background reports, initial and ongoing criminal record/fingerprinting checks by FDLE, and local county background checks, of all employees, or for employees who transport children or who are promoted to a position which requires additional testing.

E. STAFF TRAVEL & TRAINING ITEM

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	289	12	1,543.00
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage				\$ 1,543

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	0	0	0	-
Conferences/Meetings - Professional and Academic	\$ 650.00	1	3	2	3,900.00
Airfare	\$ 350.00	1	1	1	350.00
Registration Fees	\$ -	0	0	0	-
Per Diem	\$ 36.00	3	3	2	648.00
Hotel/Lodging	\$ 175.00	3	2	2	2,100.00
Car Rental	\$ 150.00	1	1	1	150.00
Incidental Expenses		1	1	1	-
Subtotal Conference/Meeting Travel and Training					\$ 7,148
*Rounded to the nearest dollar					
Staff Travel & Training Total					\$ 8,691

All related travel costs including, but not limited to, travel to client registration sites among campuses, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).
Estimated 289 miles per month X 0.445 X12= \$1,543.00 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional professional development training will be provided to all administrative and instructional staff, covering topics such as Adult Basic Education and Literacy and CASAS, which are not currently offered by Broward College. The estimated cost for this training, inclusive of conference registration fees, airfare, lodging, per diem, parking, and transportation expenses, is \$7,148.

F. CLIENT TRANSPORTATION
Expense Category

G. OFFICE EXPENSES

1. Utilities

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					-
Utilities Estimated Total					\$ -

Currently, Broward College and/or Coral Springs Charter School (CSCS) provide telephone services at no cost to Project RENEW at the location of service. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.

2. Telephone

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Cellphone Stipend	\$ 77.00	3	12	100%	2,772.00
Telephone Estimated Total					\$ 2,772

Cellphone stipend is given to all full time employees who are working remotely, in office and at numerous campuses to be accessible to clients to complete registrations and proctor CASAS exams. Text message app

**CONTRACT NO. XK060BC
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REVISED EXHIBIT – F2 PROJECT BUDGET (FFY 2024)**

3. Postage/Shipping						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Postage/Shipping - various mail & shipping carriers	\$ 15.00	1	12	100%	180.00	
Postage/Shipping Estimated Total					\$ 180	
Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a						
4. Copies/Printing						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Business Cards	\$ 26.00	0	1	100%	-	
Copying charges	\$ 0.10	750	12	100%	900.00	
Copies/Printing Estimated Total					\$ 900	
Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$900.00.						
5. Office Supplies						
Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total	
Office supplies	\$ 75.00	1	12	100%	\$ 900.00	
* Rounded to the nearest dollar					Office Supplies Total	\$ 900
Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$75.00 per month X 12 months.						
6. Janitorial Supplies						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Janitorial supplies	\$ -	1	5	100%	-	
Janitorial Supplies Estimated Total					\$ -	
Where classes at held at locations other than Broward College campuses, such as is currently done at the Coral Springs Charter School in Coral Springs,FL, janitorial supplies are occasionally needed. Janitorial supplies may include, but are not limited to, paper towels, cleaning supplies, hand soap, hand sanitizer, and toilet paper.						
7. Building/Maintenance						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Building Maintenance	\$ -	0	0	100%	-	
Building Maintenance/Repair Estimated Total					\$ -	
Currently, all the locations at which Project RENEW offers services are fully maintained by Broward College and or the institutions at which services are provided at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with building maintenance.						
8. Equipment Repair						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Yearly Service Agreement for Scantron Machine	\$ 993.00	1	1	100%	993.00	
* Rounded to the nearest dollar					Equipment Repair Total	\$ 993
NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.						
9. Office Equipment						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Other office equipment				100%	-	
Office Equipment Estimated Total					\$ -	
NARRATIVE: Office equipment may include but is not limited to laptops, computers, computer monitors, printer, scanners, fax machine, office furniture, filing cabinets and other furnishings and equipment that may be required for normal operations.						
10. Security Services						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Security Services	\$ -	2	12	100%	-	
Security Services Estimated Total					\$ -	
Currently, security services are provided by Broward College or the institutions at which Project RENEW offers client services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with security services.						
TOTAL ESTIMATED OFFICE EXPENSES COST					\$ 5,745	

**CONTRACT NO. XK060BC
AMENDMENT NO. 0009**

REVISED EXHIBIT – F2 PROJECT BUDGET (FFY 2024)

Expense Category (continued)

H. RENTAL OF USE OF SPACE

Address of Rental or Use of Space	Estimated Price per Square Foot/Unit	Estimated # of Days	Estimated # of Months	% to Project	Total
Coral Springs Charter School (CSCS)	\$ -	-	0	100%	\$ -
Broward College classrooms and administrative space	\$ -	-	0	100%	\$ -
Classroom and/or administrative space	\$ -	-	0	100%	\$ -
Rental or Use of Space Estimated Total					\$ -

Rental expenses include rent or lease on properties necessary for the delivery of the contracted services. Rent or lease expenses on buildings or other rental costs are incurred to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area, alternatives available; and the type, condition and value of the property leased. Costs may include the cost of alterations of such leased property, provided such alterations are necessary for the performance of the contract, and of

I. RENTAL EQUIPMENT

Rental Equipment	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Office Equipment	\$ -	-	10	100%	\$ -
Classroom Equipment	\$ -	-	10	100%	\$ -
Rental Equipment Estimated Total					\$ -

Rental equipment may be necessary for the delivery of contracted services. Such equipment may include, but is not limited to, furniture, fixtures, multimedia devices/programs and speech/language instruction software.

J. INSURANCE

Insurance Type	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
					\$ -
Insurance Estimated Total					\$ -

N/A

K. ADVERTISING/OUTREACH

Advertising Expense Item	Estimated Unit Cost	# of Units/ Months	% to Project	Total
Broadcast media		12	100%	\$ -
Newspaper	\$ -	12	100%	\$ -
Printed material		1	100%	\$ -
Advertising/Outreach Estimated Total				\$ -

Advertising/Outreach costs are incurred to increase awareness of the program and the services offered by the program to the refugee/asylee population in Broward County. Broadcast media may include, but is not limited to, radio and television. Printed material may include, but is not limited to, brochures, postcards, posters and other promotional materials that may be printed and used in advertising/outreach services.

L. MEMBERSHIP FEES & SUBSCRIPTIONS

Membership/Subscription	Estimated Unit Cost	# of Units	# of Months	% to Project	Total
Membership to professional organizations	\$ -	0	0	100%	\$ -
Membership to educational/academic organizations	\$ -	0	0	100%	\$ -
					\$ -

Membership fees and subscriptions costs include, but are not limited to, the costs associated with participating and/or becoming members of local, state, and national professional and academic organizations necessary to obtain information about innovative ideas and effective strategies on how to best provide the contracted services to the refugee/asylee population.

M. CLIENT EDUCATIONAL AND TRAINING TOOLS

Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors	\$ 25.00	500	12	100%	\$ 150,000.00
ELI - Educational Material	\$ 16.25	500	12	100%	\$ 97,500.00
ELI - Vouchers	\$ 70.00	500	1	100%	\$ 35,000.00
Laptops				100%	\$ -
*Rounded to the nearest dollar Client Education and Training Tools Estimated Total					\$ 282,500

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC ids. The proposed budget will cover the following items: ELI instructors and CASAS proctors wages at an estimated cost of \$150,000.00; educational materials, which include textbooks or total estimated cost = \$97,500.00, and ELI vouchers estimated cost = \$35,000.00.

N. FIXED PRICE SERVICES (if applicable)

Service	Est. # of Units	Fixed Rate	Total
			\$ -
Fixed Price Services Estimated Total			\$ -

NARRATIVE: NA

**CONTRACT NO. XK060BC
AMENDMENT NO. 0009
REVISED EXHIBIT – F2 PROJECT BUDGET (FFY 2024)**

O. INFORMATION RESOURCE TECHNOLOGY

IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 45.00	3	2	100%	\$ 270.00
IRT Estimated Total					\$ 270

Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, and access to the Florida Department of Management Services (DMS).

SUBCONTRACTED SERVICES

P.

Subcontracted Services	Est. Unit Cost	Est. # of Months/Units	% to Project	Total
Administrative services	\$ -	0	0%	\$ -
Subcontracted Services Estimated Total				\$ -

Project RENEW does not currently subcontract any administrative services, as all administrative services are handled in house or provided by Broward College at no cost to the program. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.

SUBCONTRACTED CLIENT SERVICES

Q.

Client Services	Est. Unit Cost	Est. # of Units	% to Project	Total
Client Services	\$ -	0	100%	\$ -
Client Services Estimated Total				\$ -

Project RENEW does not currently subcontract any client services. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.

FINANCIAL AUDIT

R.

Financial Audit Type	Est. Unit Cost	Est. # of Units	% to Project	Total
Financial Audit	\$ -	0	0%	\$ -
Financial Audit Estimated Total				\$ -

Anticipated expenditures to perform an independent financial audit performed by a licensed audit firm under chapter 473, S.S. Broward College financial audits are conducted by the State of Florida Auditor General.

OPERATING CAPITAL OUTLAY (OCO >\$1,000.00)

S.

OCO Expense Description	Est. Unit Cost	Est. # of Units	% to Project	Total
				\$ -
OCO Estimated Total				\$ -

NARRATIVE:

INDIRECT COSTS

T.

Total Personnel, Travel, and Expenses	\$ 592,114.26	
Indirect Cost Rate	5%	
Indirect Costs Total (less OCO)		\$ 29,606

Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2023-24.

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)

TOTAL BUDGET AMOUNT	\$ 621,720
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**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature

Date

Name (type or print)

Title

CF 1125

Effective July 2015

(CF-1125-1516)

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: _____

Date: _____

Application or Contract ID Number: __XK060BC_____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____

CF 1123

Effective July 2015

(CF-1123-1516)



Contract No. XK060BC
CFDA No. 93.566
CSFA No. N/A

Client Services **Non-Client**
Subrecipient **Vendor**
Federal Funds **State Funds**

THIS CONTRACT is entered between Church World Service, Inc., hereinafter referred to as "**CWS**" and the **District Board of Trustees of Broward College, Florida**, hereinafter referred to as the "**Provider**". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "CCC" shall be construed to mean "Contract Compliance Coordinator".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

CWS and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

CWS is engaging the Provider for the purpose of delivering refugee adult education and career laddering services and to assist refugees and entrants to become economically self-sufficient as quickly as possible following their arrival in the United States, as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed \$658,987.00.

1.2. Official Payee and Party Representatives

1.2.1. The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: Diane Peart
Associate Vice President, Workforce & Continuing Education
Address: The District Board of Trustees of Broward College
Cypress Creek Administrative Center, 6400 N.W. 6th Way, Office – 171
City: Ft Lauderdale State: Florida Zip Code: 33309
Phone: 954-201-7871 Ext: N/A E-mail: dpeart@broward.edu

1.2.2. The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:

Name: Jocelyn Martinez
Program Director – Project RENEW
Address: The District Board of Trustees of Broward College
Pines Center, 16957 Sheridan Street
City: Pembroke Pines State: Florida Zip Code: 33331
Phone: 954-201-2670 & 954-201-3714 Ext: N/A E-mail: jmartine@broward.edu

1.2.3. The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: Jocelyn Martinez
Program Director – Project RENEW
Address: The District Board of Trustees of Broward College
Pines Center, 16957 Sheridan Street
City: Pembroke Pines State: Florida Zip Code: 33331
Phone: 954-201-2670 & 954-201-3714 Ext: N/A E-mail: jmartine@broward.edu



1.2.4. The name, address, telephone number and e-mail address of the Contract Compliance Coordinator for CWS for this Contract are:

Name: **Lilliam Sorzano**
 Address: **Church World Service**
1924 NW 84 AVE
 City: **Doral** State: **Florida** Zip Code: **33126**
 Phone: **305-774-6770** Ext: **1118** E-mail: **LSorzano@CWSGlobal.org**

Per section 402.7305(1)(a), F.S., CWS' CCC is the primary point of contact through which all contracting information flows between CWS and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3. Effective and Ending Dates

This Contract shall be effective on **March 1, 2020** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **March 1, 2020** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **September 30, 2022**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4. Contract Document

This Contract is composed of the documents referenced in this section.

1.4.1. The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

1.4.3. The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

1.4.4. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- 1.4.4.1.** Exhibits A through F;
- 1.4.4.2.** Any documents incorporated into any exhibit by reference, or included as a subset thereof;
- 1.4.4.3.** This Standard Integrated Contract;
- 1.4.4.4.** Any documents incorporated into this Contract by reference;
- 1.4.4.5.** Attachments 1 through 3.

2. STATEMENT OF WORK

The Provider shall perform all applicable tasks as specified, pertained to Adult Education and Career Laddering Services; and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, CWS reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by CWS to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks

2.1. Scope of Work

The Scope of Work is described in EXHIBIT B.



2.2. Task List

The Provider shall perform all applicable tasks as specified, pertained to Adult Education and Career Laddering Services, set forth in the Task List, found in EXHIBIT C, in the manner set forth therein.

2.3. Deliverables

Deliverables shall be as described in EXHIBIT D.

2.4. Performance Measures.

2.4.1. The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-1.

2.4.2. To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, CWS, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of CWS within the prescribed time, and if no extenuating circumstances can be documented to the satisfaction of CWS, CWS must terminate the Contract. CWS has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

CWS shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by CWS per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The CWS' performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1. Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., CWS has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by CWS or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than 1 dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

The Provider shall be paid in accordance with EXHIBIT F, Method of Payment and Invoices.

3.3. Invoices

3.3.1. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.



3.3.2. The final invoice for payment shall be submitted to CWS no more than **30** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and CWS will not honor any requests submitted after the aforesaid period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by CWS.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, CWS will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance of the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

3.5. Overpayments and Offsets

The Provider shall return to CWS any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by CWS and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by CWS, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by CWS to not be in full compliance with contract requirements shall be deemed overpayments. CWS shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to CWS from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to CWS any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Financial Report, no later than 60 days following the ending date of this Contract.

3.6. MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1. Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract the Provider shall, without exception, be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving CWS, which by its nature affects the services provided under this Contract.

4.2. State Policies

The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.3. Independent Contractor, Subcontracting and Assignments

4.3.1. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind CWS by virtue of this



Contract, unless specifically authorized in writing to do so. This Contract does not create any right for any individual to State retirement, leave benefits, or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

4.3.2. CWS will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractor, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.3.3. The Provider shall not subcontract under this Contract

4.3.3.1 The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of CWS, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

4.3.3.2 The Provider is responsible for all the work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontractors shall be evidenced by a written document. The Provider further agrees that CWS shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.3.3.3 The provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

4.3.4. To the extent that a subcontract provides for payment after Provider's receipt of payment from CWS, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from CWS in accordance with section 287.0585, F.S., unless otherwise stated in the contract between Provider and subcontractor. Failure to pay within seven (7) working days will result in penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4. Provider Indemnity

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

4.4.1. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure CWS the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that CWS determines to be of equal or better functionality or be liable for CWS' cost in so doing.

4.4.2. Further, the Provider shall indemnify CWS for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by CWS.



4.4.3. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding CWS negligent shall excuse the Provider of performance under this provision, in which case CWS shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless CWS shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.5. Insurance

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish CWS written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. CWS reserves the right to require additional insurance as specified in this Contract.

4.6. Notice of Legal Actions

The Provider shall notify CWS of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact CWS. CWS' CCC will be notified within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.7. Intellectual Property

It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of CWS, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that CWS shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply. Notwithstanding the foregoing provision, if the Provider is a college and a member of the Florida College System, then section 1004.726, F.S., shall apply.

4.7.1. If the Provider uses or delivers to CWS for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by CWS its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.7.2. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but CWS shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products. Notwithstanding the foregoing provision, if the Provider is a college and a member of the Florida College System, then section 1004.726, F.S., shall apply, but CWS shall



retain a perpetual, fully-paid, non-exclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.8. Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a CWS-approved Transition Plan, which shall be developed jointly with the new provider in consultation with CWS.

4.9. Real Property

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

4.10. Publicity

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

4.11. Sponsorship

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

4.12. Employee Gifts

The Provider agrees that it will not offer to give or give any gift to any CWS employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to CWS, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.13. 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:

4.13.1. A reportable incident is defined in CFOP 180-04, which can be obtained from the CCC.

4.13.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the CCC.



4.13.3. Other reportable incidents shall be reported to CWS and the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and also emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. 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.

4.14. Employment Screening

4.14.1. The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.1.1. Employment history checks;

4.14.1.2. Fingerprinting for all criminal record checks;

4.14.1.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.14.1.4. Federal criminal records check from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.14.1.5. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

4.14.1.6. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.14.2. The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

4.14.3. CWS requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract Provider Agency, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Department or a Contract Provider, or if that individual is being promoted, transferred or demoted within the Department or Agency."

4.15. Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4.16. Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.



In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to the CCC. The list must include the following information:

- 4.16.1. Name of each contracting State agency and the applicable office or program issuing the contract.
- 4.16.2. Identifying name and number of the contract.
- 4.16.3. Starting and ending date of each contract.
- 4.16.4. Amount of each contract.
- 4.16.5. A brief description of the purpose of the contract and the types of services provided under each contract.
- 4.16.6. Name and contact information of each Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

5.1.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by CWS under this Contract. Upon demand, at no additional cost to CWS, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying or audit by Federal, State, or other personnel duly authorized by CWS.

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

5.1.3. At all reasonable times for as long as records are maintained, persons duly authorized by CWS and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.4. A financial and compliance audit shall be provided to CWS as specified in this Contract and in Attachment 1.

5.1.5. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

5.1.6. No record may be withheld nor, may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copies, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. Inspections and Corrective Action

The Provider shall permit all persons who are duly authorized by CWS to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure CWS of the satisfactory performance of the terms and conditions of this Contract. Following such review, CWS may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in CWS' direction. This provision will not limit CWS' choice of remedies under law, rule, or this contract.

5.3. Provider's Confidential and Exempt Information

5.3.1. By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof



as "confidential" or "exempt" will be posted by CWS on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of CWS, it shall promptly provide to CWS a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to CWS in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.3.2.1. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

5.3.2.2. CWS, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, CWS is authorized to produce the records sought without any redaction of proprietary or trade secret information.

5.3.3 The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.4. Health Insurance Portability and Accountability Act

The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 United States Code (U.S.C.) § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment **3** 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 the Provider's performance of this Contract.

5.5. Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to CWS and/or Department information systems or maintain any client or other confidential information in electronic form:

5.5.1. An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to CWS' security staff and will maintain an appropriate level of information security for CWS and/or Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to CWS and/or Department information systems or any client or other confidential information. The Security Officer will ensure that any access to CWS and/or Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

5.5.2. The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to CWS and/or Department information systems or any client or other confidential information.



5.5.3. All who request or have access, through the Provider's access to CWS and/or Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the CCC.

5.5.4. The Provider shall prevent unauthorized disclosure or access, from or to CWS and/or Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.5.5. The Provider agrees to notify the CCC as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to CWS and/or Department information systems or to any client or other confidential information.

5.5.6. The Provider shall at its own cost, comply with section 501.171, F.S. The Provider shall also at its own cost implement measures deemed appropriate by CWS to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to CWS and/or Department information systems or to any client or other confidential information.

5.6. Public Records

5.6.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which CWS may unilaterally terminate this Contract.

5.6.2. As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of CWS within the meaning of section 119.011(2), F.S., the Provider shall:

5.6.2.1. Keep and maintain public records that ordinarily and necessarily would be required by CWS in order to perform the service.

5.6.2.2. Upon request from CWS' custodian of public records, provide to CWS a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

5.6.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to CWS.

5.6.2.4. Upon completion of the contract, transfer, at no cost, to CWS all public records in possession of the Provider or keep and maintain public records required by CWS to perform the service. If the Provider transfers all public records to CWS upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CWS, upon request from CWS' custodian of public records, in a format that is compatible with the information technology systems of CWS.

5.6.3. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2



through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from CWS to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict CWS application of any other remedy available to it under law or this Contract.

6.1.2. The increments of penalty imposition that shall apply, unless CWS determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for a corrective action plan, in accordance with the following standards.

6.1.2.1. Noncompliance that is determined by CWS to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

6.1.2.3. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

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

6.2. Termination

6.2.1. In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by CWS without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2. This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to CWS unless a sooner time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Contract become unavailable, CWS may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. CWS shall be the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, CWS may terminate the Contract upon no less than twenty-four (24) hours' (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of CWS or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by CWS specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, CWS may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. CWS' failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. CWS' waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit CWS' right to remedies at law or in equity.

6.2.5. Failure to have performed any contractual obligations under any other contract with CWS in a manner satisfactory to CWS will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

6.2.5.1. Previously failed to satisfactorily perform under a contract with CWS, been notified by CWS of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of CWS; or

6.2.5.2. Had a contract terminated by CWS for cause.

6.2.6. In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.



6.2.7. If this Contract is for an amount of \$1 Million or more, CWS may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, CWS may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

6.3. Dispute Resolution

6.3.1. Any dispute concerning performance of this Contract or payment hereunder shall be decided by CWS, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the CCC. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of CWS' decision, the Provider delivers to the CCC a petition for alternative dispute resolution.

6.3.2. After receipt of a petition for alternative dispute resolution CWS and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5. This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6. All notices provided by CWS under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery. All notices provided by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Miami-Dade County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3. Severability of Terms

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4. Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to CWS survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.



7.5. Modifications

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

7.6. Anticompetitive Agreements

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to CWS or a provider of services to CWS.

7.7. Communications

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication as email and attachments thereto are deemed received when the email is received.

7.8. Accreditation

CWS is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, CWS has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of CWS' providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time. The Provider is already in compliance with this section by being accredited through SACS.

7.9. Transitioning Young Adults

The Provider understands CWS' interest in assisting young adults aging out of the dependency system. CWS encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.10. DEO and Workforce Florida

The Provider understands that CWS, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. CWS encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.11. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12. Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by CWS for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. § 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.



7.13. Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.13.1. The Provider shall comply with the provisions in accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

7.13.2. The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

7.13.3. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within twenty (20) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.14. Use of Funds for Lobbying Prohibited

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

7.15. Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.16. Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

7.17. PRIDE

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



7.18. Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if the box for Federal Funds is checked at the beginning of this contract.

8.1. Federal Law

8.1.1. The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

8.1.2. If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to CWS.

8.1.4. No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment **2**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the CCC. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the CCC, prior to payment under this Contract.

8.1.5. If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.6. If the Provider is a federal subrecipient or pass-through entity, then the provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR & 180.220) must not be made to parties listed on the government-wide exclusions in the System of Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.1.7. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient", as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2. Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

8.2.1. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 or more in Federal Funds (as determined



over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than \$25 million in total federal funding.

8.2.2. The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, whose purpose is to further transparency by establishing government-wide data identifiers and standardized reporting formats to recipients and sub-recipients.

8.3. Federal Whistleblower Requirements

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov/index.html>. OSH Act does not apply to State of Florida or its agencies, subdivisions, departments or boards."

9. CLIENT SERVICES APPLICABILITY

The terms in this section apply if the box for Client Services is checked at the beginning of this contract.

9.1. Client Risk Prevention

If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within twenty (20) days of the execution of this contract, submit to the CCC an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home or be placed in a licensed foster care setting. No later than twelve months following CWS' original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. CWS agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, CWS may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

9.3. Emergency Support to the Deaf or Hard-of-Hearing

9.3.1. The Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2. If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact will process the compliance data and submit electronically to the CCC by the 4th business day of the month, covering the previous month's reporting. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to CWS' CCC within fourteen (14) calendar days of the effective date of this requirement.

9.3.3. The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required



for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

9.3.4. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

9.3.5. The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

9.3.6. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions and provide assistance in completing the forms as requested by the customer or companion.

9.3.7. If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

9.3.8. CWS requires each contract/subcontract provider agency's direct service employees to complete training on Serving Our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in the employees' personnel file.

9.4. Confidential Client and Other Information

Except as provided in this Contract, the Provider shall not use or disclose, but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

9.4.1. Client and Other Confidential Information. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S.

9.4.2. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR § 431.300-306, 45 CFR § 205.

9.4.3. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

9.5. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.



By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

IN WITNESS THEREOF, the parties hereto have caused this 91-page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA CHURCH WORLD SERVICE, INC.

Signature: Mildred Coyne
Print/Type Name: Dr. Mildred Coyne
Senior Vice President,
Title: Workforce Education and Innovation
Date: 3/23/2020

Signature: Erol Kekic
Print/Type Name: Erol Kekic
Senior Vice-President,
Title: Immigration and Refugee Program
Date: 03/25/2020

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): _____

Provider Fiscal Year Ending Date: March 23, 2020

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EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Standard Contract, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. Programmatic definitions are found in **EXHIBIT A1**.

A-2. STATEMENT OF WORK

NA

A-3. PAYMENT, INVOICE AND RELATED TERMS

NA

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1. Section 4.1.1 of the Standard Contract, is hereby added:

4.1.1. In addition to the laws set out in the Standard Contract under Section 4.1., the Provider agrees to comply with the following laws, regulations, and any amendments or additions to these laws and regulations:

4.1.1.1 45 CFR Part 400 - HHS Refugee Resettlement Program

4.1.1.2 45 CFR Part 401 - Cuban/Haitian Entrant Program

4.1.1.3 45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments

4.1.1.4 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122; A-133 -- see, 78 FR 78590-01 (Dec. 26, 2013))

4.1.1.5 48 CFR, Chapter 1, Subpart 31.7., Federal Acquisition Regulations for Non Profit Organizations

4.1.1.6 Rules 69I-40 and 69I-42, F.A.C., (Bureau of Auditing and Travel Expenses)

4.1.1.7 CFOP 40-1 - DCF Travel Rules and Regulations

4.1.1.8 CFOP 75-8 - DCF Policies and Procedures of Contract Oversight

4.1.1.9 CFOP 80-2 - DCF Property Management Rules and Regulations

4.1.1.10 Rule 65-29.001, F.A.C., Financial Penalties for a Provider's Failure to Comply with a Requirement for Corrective Action

4.1.1.11 The Victims of Trafficking and Violence Protection Act of 2000

4.1.1.12 The Trafficking Victims Protection Reauthorization Act of 2003, 2005, 2008, and 2013

4.1.1.13 Immigration and Nationality Act, 8 U.S.C. 1101 et seq.

4.1.1.14 Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193, 110 Stat. 2105

4.1.1.15 Intergovernmental Cooperation Act, 31 U.S.C. 6501 et seq.

4.1.1.16 Public Information Act, 5 U.S.C. 552

A-4.2. Section 4.11., Sponsorship, of the Standard Contract, is hereby amended to add:

4.11. Outreach Materials

All outreach materials, including flyers, advertisements, public service announcement scripts, etc., prepared with Refugee Services (RS) grant funds must include a statement acknowledging that the project is sponsored by the State of Florida, Department of Children and Families, RS, with grants from the U.S. Department of Health and Human Services, Office of



Refugee Resettlement (ORR). The Provider shall submit all materials to the CCC for review and approval (45) calendar days prior to publication and dissemination.

A-5. RECORDS, AUDITS AND DATA SECURITY

A-5.1. Section 5.7. of the Standard Contract, is hereby added to read:

5.7. Safeguards Regarding the Use and Disclosure of Client Data

- 5.7.1. 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.
- 5.7.2. 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.
- 5.7.3. 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.
- 5.7.4. 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.
- 5.7.5. The Provider shall not disclose any information acquired from SAVE/VIS to any other person or entity without the prior written consent of CWS. Prior written consent from CWS 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 CWS. 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.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1. Section 6.3 of the Standard Contract, is hereby amended to read:

6.3 Dispute Resolution

It is desired that the Provider and CWS 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. Both parties agree the venue for any court action shall be Miami Dade County, Florida.

A-7. OTHER TERMS

NA

A-8. FEDERAL FUNDS APPLICABILITY

NA

A-9. CLIENT SERVICES APPLICABILITY

A-9.1. Section 9.1 of the Standard Contract, is hereby amended to read:

9.1 Client Risk Prevention



If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 to the CCC and to the hotline noted below. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees, and any subcontracts and their employees performing work under this Contract.

A-9.2. Sections 9.6.-9.8 of the Standard Contract, are hereby added to read:

9.6. Fees and Donations

No fees shall be imposed by the Provider to clients served under this Contract, other than those set by CWS. 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 CCC 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.

9.7. Property

EXHIBIT A2 applies to all property transferred by CWS to the Provider and any property purchased by the Provider with funds provided by this Contract. 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 one (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.

9.8. Information Technology Resources (ITR)

The Provider must receive written approval from the CCC prior to purchasing any ITR with Contract funds. The Provider will not be reimbursed for any ITR purchases made prior to obtaining the CCC's written approval.



EXHIBIT A1 – PROGRAMMATIC DEFINITIONS

A1-1 Refugee Services Programmatic Acronyms

- A1-1.1 ABE** – Adult Basic Education
- A1-1.2 AGE** – Adult General Education
- A1-1.3 AE** – Adult Education
- A1-1.4 CASAS** – Comprehensive Adult Student Assessment Systems
- A1-1.5 CET**– Client Education and Training
- A1-1.6 CHEP** – Cuban/Haitian Entrant Program
- A1-1.7 CL** – Career Laddering
- A1-1.8 CRS** – Consolidated Refugee Services
- A1-1.9 DCF** – Florida Department of Children and Families
- A1-1.10 DFS** – Florida Department of Financial Services
- A1-1.11 DHS** – Department of Homeland Security
- A1-1.12 DOE** – Florida Department of Education
- A1-1.13 DOJ** – Department of Justice
- A1-1.14 DOS** – Department of State
- A1-1.15 ELI** – English Language Instruction
- A1-1.16 ELCATE** – English Literacy for Career and Technical Education
- A1-1.17 ESOL** – English for Speakers of Other Languages
- A1-1.18 ESOLAS** – Adult ESOL Academic Skills
- A1-1.19 ESS** – DCF's Office of Economic Self-Sufficiency
- A1-1.20 F.A.C.** – Florida Administrative Code
- A1-1.21 FAQ** – Frequently Asked Questions
- A1-1.22 FFY** – Federal Fiscal Year
- A1-1.23 FSSP** – Family Self Sufficiency Plan
- A1-1.24 GED** – General Education Development
- A1-1.25 HHS** – Department of Health and Human Services
- A1-1.26 LCP** – Literacy Completion Point
- A1-1.27 LEP** – Limited English Proficiency
- A1-1.28 LPR** – Lawful Permanent Resident
- A1-1.29 OCP** – Occupational Completion Point
- A1-1.30 OJT** – On-the-Job Training
- A1-1.31 OLAP** – Office of Legal Access Programs
- A1-1.32 ORR** – U.S. Department of Health and Human Services, Office of Refugee Resettlement
- A1-1.33 PHI** – Protected Health Information
- A1-1.34 QMP** – Quality Management Plan



A1-1.35 R&P – Resettlement and Placement

A1-1.36 RCA – Refugee Cash Assistance

A1-1.37 RFE – Request for Evidence

A1-1.38 RS – State of Florida, Department of Children and Families, Refugee Services Program

A1-1.39 RSDS – Web-RS/Refugee Services Data System

A1-1.40 SSI – Supplemental Security Income

A1-1.41 STT – Short term training

A1-1.42 TANF – Temporary Assistance to Needy Families

A1-1.43 USCIS – United States Citizenship and Immigration Services

A1-1.44 VOT – Certified Victim of a Severe Form of Human Trafficking

A1-1.45 WRS – Workplace Readiness Skills

A1-1.46 WT – Welfare Transition

A1-1.47 YDP – Youth Development Plan

A1-2 Refugee Services Programmatic Definitions

A1-2.1 Assessments.

A1-2.1.1 Education and Training Standardized Assessment Instrument. A valid and reliable testing instrument that is administered, scored, and interpreted in a standard manner to determine initial placement and subsequent educational or program gains of clients.

A1-2.1.1.1 For English language courses, the standardized assessment instruments to document progress, representing the attainment of Literacy Completion Points, shall be in accordance with Rules 6A-6.014 and 6A-10.040, F.A.C., and other assessment memoranda, Assessment Technical Assistance Papers, and FAQs distributed by the DOE and any subsequent revisions thereto. In the event that a DOE issued document supersedes F.A.C., providers shall comply with the superseding DOE issued document.

A1-2.1.1.2 For vocational training, the assessment instruments must reflect achievement of the required competencies of the curriculum frameworks in the areas in which the instruction is focused.

A1-2.2 Benchmarks. Measureable and verifiable progression points towards meeting an established goal.

A1-2.3 Case Coordination. The coordination of services in response to a client's needs as identified through each client's comprehensive assessment(s) that are aimed at identifying the client's barriers to effective resettlement.

A1-2.4 Client. An eligible individual for whom services are provided by the contracted service provider. Clients may fall into one of the following categories:

A1-2.4.1 Resettled Client. A client who was recently resettled in the service area by one of the DOS-sponsored R&P agencies, and is currently engaged in R&P, MG, or CHEP.

A1-2.4.2 Walk-in Client. A client who has migrated or relocated to Broward County, FL, and has never received services through a current or expired RS-funded Contract in the service area. Clients who have received RS-funded services in other service areas and who relocate or migrate to Broward County, FL are considered walk-in clients.

A1-2.4.3 Returning Client. A former client who received services through a current or expired RS-funded contract in the service area of this Contract, and is returning for additional services through the CRS program.

A1-2.5 Follow-up. The activity of contacting clients to assess their progress towards meeting the goals necessary to attain economic self sufficiency.



A1-2.6 Intake Date. The date the client is determined to be eligible for each service deemed appropriate.

A1-2.7 Matching Grant (MG) Program. An ORR-funded alternative program to public assistance wherein local voluntary agencies agree to match ORR's grant with cash and in-kind contributions of goods and services from the community. The program's goal is to facilitate self-sufficiency within four months of the date of eligibility by providing services such as case management, employment, provision of food or food subsidies, suitable housing, and transportation assistance for the first 120 days. Enrollment must be completed within 31 days of eligibility for the program.

A1-2.8 Refugees/Entrants. People who are eligible for RS pursuant to State and Federal regulations and who are in need of the services outlined in this Contract. Refugees/Entrants, as used in this Contract include:

A1-2.8.1 Refugees of all nationalities;

A1-2.8.2 Cuban/Haitian Entrants, including Parolees and Asylum Applicants;

A1-2.8.3 Asylees of all nationalities;

A1-2.8.4 Amerasians;

A1-2.8.5 VOTs;

A1-2.8.6 LPRs who adjusted from prior refugee, entrant, or asylee status; and

A1-2.8.7 Special immigrants of Iraqi or Afghan nationality.

A1-2.9 Service Area. For the purpose of this Contract the service area refers to Broward County, FL.

A1-3 Program Specific Terms. Program specific terms used in this document are defined in the RS Glossary which is incorporated herein by reference and maintained in the CCC's file. Program specific terms not included in the above referenced glossary are defined below. In the event of a conflict between the definitions in the glossary and the Contract, the Contract document shall take precedence over the RS Glossary.

A1-3.1 Adult Education Services Definitions

A1-3.1.1 ABE. Defined by DOE as courses designed to improve the employability of an individual through instruction in reading, mathematics, language, and workplace readiness skills.

A1-3.1.2 ESOLAS. Defined by DOE as a course (one level) with an emphasis on academic proficiency in listening and speaking, with added emphasis on reading and writing.

A1-3.1.3 Attendance Unit. A client that attends one or more classroom sessions for any course in a billing cycle. Clients who attend more than one course will be counted for each course in a billing cycle.

A1-3.1.4 Clients Enrolled. The unduplicated number of eligible clients enrolled in any course/program at any time during a reporting period.

A1-3.1.5 Completion. Clients are able, according to DOE standards, to take the related standardized test (such as the CASAS test) and the results (including course end date and reason) have been entered in the RSDS.

A1-3.1.6 Completion Point(s). Point(s) attained representing OCPs or LCPs or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks and frameworks.

A1-3.1.7 Coordinated Academic Training. Course offerings in AGE instructional courses such as:

A1-3.1.7.1 ABE courses;

A1-3.1.7.2 GED preparation courses, defined by DOE as courses designed to help individuals attain American or high school level academic skills; or

A1-3.1.7.3 Citizenship Preparation courses, defined as a non-academic course offered to clients in preparation for the naturalization test required for U.S. Citizenship, including, but not limited to, U.S. civics, history, government, citizens' rights and responsibilities, the Declaration of Independence, and the U.S. Constitution.



- A1-3.1.8 Documented Progress.** Successful completion of program standards, benchmarks and frameworks, using standardized assessment instruments, sufficient to obtain successful completion of an LCP signifying progression to the next level of instruction for AE courses.
- A1-3.1.9 ESOL.** Defined by DOE as courses designed to help individuals of limited English proficiency achieve competence in the English language.
- A1-3.1.10 ELI.** Instruction in the English language to limited English proficient students. Such instruction shall be designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible.
- A1-3.1.10.1 Lower Level ELI Courses.** For purposes of this Contract, courses (levels 100-400) include: Literacy A, Literacy B, Literacy C, Foundations, Low Beginning, and High Beginning.
- A1-3.1.10.2 Upper Level ELI Courses.** For purposes of this Contract, courses (levels 500-800) include: Low Intermediate, High Intermediate, Advanced, and ESOLAS.
- A1-3.1.11 ELI Tuition Voucher.** A certificate of funding by the Provider to a client to be used to fund a client's enrollment costs in an appropriate ELI course provided by an accredited public school.
- A1-3.1.12 Instructional Hours.** The hours that teachers or instructors actually spend in the classroom teaching clients course material.
- A1-3.1.13 Intake.** The process in which the Provider completes the eligibility determination, initial data collection and Client Release of Information Form for new clients or returning clients who have not participated in services provided under this Contract for 12 consecutive months who intend to enroll in courses provided under this Contract.
- A1-3.1.14 Term.** A period of time as determined by the Provider that sets the beginning and end date for each session of the school year.
- A1-3.1.15 Tuition.** A DOE determined fee for a program or course of study that is offered by an accredited vocational center, located within Broward County, FL, RS pre-approved fee for an RS pre-approved program or course of study, for those programs or courses of study which do not fall under the DOE fee schedule or framework, that is offered by an accredited vocational center located within Broward County, Florida.
- A1-3.1.16 WRS.** Defined by DOE as courses to improve English language skills to maintain employment and/or enhance career opportunities within the company and are held at the worksite in a location provided by the employer.
- A1-3.2 Employment Services Definitions**
- A1-3.2.1 CL Assessment.** The determination of a client's literacy levels, educational attainment, work history and vocational skills including obtainment of supporting documentation and testing to verify skills for which a client may lack proof. An orientation explaining the program procedures and expectations is also included.
- A1-3.2.2 CL Client.** A client possessing one or more of the following: provable professional credentials or experience who is eligible for re-credentialing or skills re-certification; advanced education, such as one or more university degrees or certificates, work experience or trade skills, such as plumbing, carpentry, tool-making, mechanical skills, skilled factory work and related occupations, or health-care experience, such as nursing or other related medical-support occupations; or individuals with low/minimal experience and/or skills but who need support for employment advancement and whose CL assessment/plan indicates they will benefit from an appropriate training, including but not limited to, OJT, vocational training, and ELI designed to lead to a job placement in accordance with clients' CL plans (per Section A1-3.2.4).
- A1-3.2.3 CL Placement.** The acceptance of unsubsidized full-time employment as a result of a referral from the employment service provider, that is related to the client's CL Assessment and CL plan and as a result of career laddering services provided, including but not limited to vocational training, skills-re-certification, re-credentialing, short-term training (STT), or on-the-job training (OJT). Employment must be consistent with the provisions of 45 CFR 400.81 and clients' employability and career laddering plans.



- A1-3.2.4 CL Plan.** The strategic development of a career track with specific steps toward an agreed upon career goal. Each step includes job targets and professional growth objectives detailing planned education, training and credentialing necessary for the move to the next step on the client's career ladder.
- A1-3.2.5 CL Services.** CL services include but are not limited to skills re-certification, re-credentialing, STT, OJT, vocational training, and ELI designed to lead to a job placement in accordance with clients' CL plans.
- A1-3.2.6 Client Education and Training (CET) Services.** CET Services includes skills re-certification, re-credentialing, STT, OJT, vocational training, and ELI designed to lead to a job placement in accordance with the client's CL plan.
- A1-3.2.7 Economic Self-Sufficiency.** Achieved when at least one client in the family unit is employed, and the total household income meets or exceeds 133% of the Federal Poverty Level income standards for the family size.
- A1-3.2.8 Employability Plan.** An individualized plan that outlines strategic, individualized short and long term goals, towards an employment track with specific steps to achieve the agreed upon career goals. Each step includes job targets and professional growth objectives detailing planned education, training and credentialing necessary for the move to the next step on the individual's CL plan.
- A1-3.2.9 Employment Follow-up.** The activity of contacting the clients or their employer(s) to determine whether clients are employed at any unsubsidized job on the 90th day after entering employment.
- A1-3.2.10 Employment Services.** Services available to employment clients that may be required to obtain gainful employment.
- A1-3.2.11 Family Self Sufficiency Plan.** A plan that addresses the employment-related service needs of each employable member in a family unit for the purpose of enabling the family to achieve economic self sufficiency through the employment of one or more family members.
- A1-3.2.12 Full-Time Employment.** Employment of 35 hours or more per week.
- A1-3.2.13 Health Insurance Access.** The determination of whether clients are placed in a full-time job with access to employer-sponsored health insurance within six (6) months of the job placement date.
- A1-3.2.14 Job Placement.** The acceptance of unsubsidized full-time or part-time employment as a result of a referral from the employment service provider. The job placement which occurs after the intake is the first placement. Employment must be consistent with the provisions of 45 CFR 400.81 and clients' employability plans.
- A1-3.2.15 Non-Employable Entrants.** Cuban/Haitian Entrants who have been issued the (DHS) Form I-862 (Notice to Appear, or NTA) or the DHS Form I-220a (Release on Own Recognizance) only, or any other documentation placing them into removal proceedings only and who have not been granted parole.
- A1-3.2.16 OJT.** Training by an employer that is provided to a paid participant while engaged in productive work in a job designed to assist the participant gain the skills needed to be effective and productive in the assigned position and that meets the following criteria:
- A1-3.2.16.1** Provides reimbursement to the employer no greater than 50% of the wage rate of the participant, as outlined in the OJT Subsidized Wage Scale in Section C-1.13.5.2. for the costs of providing the training and additional supervision related to the training;
 - A1-3.2.16.2** Is limited to a maximum of six (6) months in duration as outlined in the OJT Subsidized Wage Scale in Section C-1.13.5.2. and
 - A1-3.2.16.3** Is expected to lead to full-time employment for the participant in a position paying wages as outlined in the OJT Subsidized Wage Scale in Section C-1.13.5.2. with the participating employer at the end of the training period.
- A1-3.2.17 Part-time Employment.** Employment of a minimum of 20 hours but less than 35 hours per week.
- A1-3.2.18 Pre-Employment Placement Services.** A variety of services delivered prior to job placement and intended to provide information and develop a client's basic employability skills for optimal job performance and success post placement.



- A1-3.2.19 RCA.** Cash assistance provided under Section 412(e) of the Immigration and Nationality Act to refugees who are ineligible for TANF, Old Age Assistance, Aid to the Blind, Aid to the Permanently and Totally Disabled, Aid to the Aged, Blind and Disabled, or SSI.
- A1-3.2.20 Self-Placement.** The acceptance of unsubsidized full-time or part-time employment that is not the result of a referral from an employment service provider.
- A1-3.2.21 Short-Term Training.** Training for a period of less than 8 consecutive weeks, offering active participation focused on a specific job skill which leads to immediate employment in a particular field.
- A1-3.2.22 Skills Re-Certification.** Full-time attendance in a college or professional training program, provided that such training: is approved as part of the individual's employability plan; does not exceed one year's duration (including any time enrolled in such program in the U.S. prior to the refugee's application for assistance); is specifically intended to assist the professional in becoming re-licensed in his or her profession; and, if completed, can realistically be expected to result in such re-licensing.
- A1-3.2.23 Verified Job Placement.** The activity of verifying a job placement with the employer or client as outlined in Section C-1.13.7. for the purposes of reimbursement.
- A1-3.2.24 Vocational Training.** Programs or courses through which a client may receive vocational training specifically designed to meet the demands for trained workers in marketable occupations that require more than a high school diploma but less than an academic degree, providing a combination of educational and technical skills training through which clients may obtain the required competencies necessary for vocational certification upon completion of a program.
- A1-3.2.25 WT Program.** Services provided to current and former recipients of temporary cash assistance. The goal of the program is to emphasize work, self-sufficiency, and personal responsibility following program requirements and services as described in Chapters 414 and 445, F.S.



EXHIBIT A2 – PROPERTY

- A2-1** 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.
- A2-2** 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 CCC. 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, CWS 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.
- A2-3** 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 CWS 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 CWS whether new purchases have been made or not.
- A2-4** 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.
- A2-5** The CCC 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 CCC's approval. The Provider shall furnish a closeout inventory no later than 45 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.
- A2-6** 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 CWS and shall be used in place of the original acquisition cost.
- A2-7** Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract shall be vested in CWS 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 CWS the replacement cost of any property inventoried and not transferred to CWS upon completion or termination of this Contract. When property transfers from the Provider to CWS, the Provider shall be responsible for paying for the title transfer.
- A2-8** 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.
- A2-9** The Provider hereby agrees to indemnify CWS 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.
- A2-10** A formal Contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.



EXHIBIT B – SCOPE OF WORK

- B-1. SCOPE OF SERVICE.** Under the terms of this Contract, adult and vocational education, and career laddering services are to be provided to eligible refugees/entrants who reside in Broward County, Florida. Refugees/Entrants residing in counties where no RS-funded adult and vocational education program exists may be served, with prior written approval from the CCC.
- B-2. MAJOR CONTRACT GOALS.** The purpose of the CRS Program is to assist refugee/entrant families in achieving self-sufficiency, effective resettlement, and successful integration into the local community.
- B-3. SERVICE AREA/LOCATIONS/TIMES.**

B-3.1. Services Delivery Location. Under the terms of this Contract, the Provider shall provide services at the following locations:

Services Delivery Locations	
Broward College North Campus 1000 Coconut Creek Blvd Coconut Creek, FL 33066	Broward College Central Campus 3501 SW Davie Road Davie, FL 33314
Broward College South Campus 7200 Pines Blvd Pembroke Pines, FL 33024	Broward College Pines Center 16957 Sheridan Street Pembroke Pines, FL 33331

The Provider may provide services at various locations, apart from those listed above, throughout Broward County, Florida.

B-3.2. Service Times.

B-3.2.1. Services shall be provided during days and hours that will encourage clients' participation in adult and vocational education, and career laddering services. Because many clients can be better served with extended hours, the Provider is encouraged to offer evening and weekend service times.

B-3.2.2. Any changes in service times and any additional holidays that the Provider wants to observe shall be reviewed and approved in writing by the CCC.

B-3.3. Changes in Location. The Provider shall request approval from the CCC, in writing, a minimum of (45) calendar days prior to making a change, addition, or deletion in service location.

B-4. CLIENTS TO BE SERVED. Refugees/Entrants seeking adult and vocational education assistance, and career laddering services.

B-5. CLIENT ELIGIBILITY. This Contract may be funded by any of the grants listed below.

B-5.1. Refugee Support Services/Social Services Grant funds can be used to serve eligible refugees/entrants who have been in the United States for less than 60 months. Under 45 CFR § 400.152, clients with a date of entry more than 60 months prior to the date of service may be provided citizenship and naturalization preparation services, referrals, and/or interpreter services. The following priorities apply to clients eligible for services funded through these grants:

B-5.1.1. First Priority. All newly arriving refugees/entrants during their first (1st) year in the U.S. who apply for services;

B-5.1.2. Second Priority. Refugees/entrants who are receiving cash assistance;

B-5.1.3. Third Priority. Unemployed refugees/entrants who are not receiving cash assistance; and

B-5.1.4. Fourth Priority. Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.

B-5.2. Refugee School Impact Grant Set-Aside, Refugee Support Services/Social Services Grant funds can be used to serve youth clients seeking the Academic Services Pathway. The following priorities apply:



- B-5.2.1. First Priority.** Youth clients who have been in the U.S. for less than 12 months or within twelve 12 months of their date of asylum or applicable eligibility date;
- B-5.2.2. Second Priority.** Youth clients who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
- B-5.2.3. Third Priority.** Youth clients whose date of entry in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the approval of the CCC.
- B-5.3. Services to Older Refugees Set-Aside, Refugee Support Services/Social Services Grant** funds can be used to serve older refugees/entrants (over the age of 60 years old). The following priorities apply:
- B-5.3.1. First Priority.** All newly arriving older refugees/entrants during their first year of service eligibility who apply for services;
- B-5.3.2. Second Priority.** Older refugees/entrants who have lost, or are at risk of losing, SSI and/or other federal benefits; and
- B-5.3.3. Third Priority.** Older refugees/entrants with the greatest relative risk of nursing home placement.
- B-5.4. Refugee Mentoring Set-Aside, Refugee Support Services Grant** funds can be used to serve refugees/entrants between the ages of 15 and 24 seeking Mentoring Services. The following priorities apply:
- B-5.4.1. First Priority.** Refugees/ Entrants who have been in the U.S. for less than twelve 12 months or within 12 months of their date of asylum or applicable eligibility date;
- B-5.4.2. Second Priority.** Refugees/Entrants who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
- B-5.4.3. Third Priority.** Clients whose date of entry in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the approval of the CCC.
- B-6. 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 and/or CWS. CWS has final authority on client eligibility.
- B-7. EQUIPMENT.** The Provider shall list all property/equipment purchased under this Contract on a property/equipment inventory list (**EXHIBIT C2 – INVENTORY REPORT**). The inventory report shall include a description and location of the property, as detailed on **EXHIBIT C2**. A copy of the inventory list is to be maintained in the CCC's file.
- B-8. CONTRACT LIMITS.**
- B-8.1.** 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.
- B-8.2.** Funds for this Contract are administered under the terms of the grant(s) funding this Contract and 45 CFR Parts 400 and 401 and are subject to all grant and Federal regulatory requirements. Due to the unpredictability of refugee arrival patterns, Federal grant requirements, and grant award amounts, CWS reserves the right to add funding to meet additional scope of services and tasks or decrease Contract value if needs change or federal grant amounts decrease.
- B-8.3.** Non-Employable Entrants cannot receive employability services.
- B-8.4.** A client must already have an eligible immigration status or classification at the point of intake to establish service eligibility.
- B-8.5.** Funds awarded under this Contract may not be used to supplant DOE general revenue funds or any other federal funds awarded to the Provider.
- B-8.6.** By entering into this Contract, the Provider or any subcontractor providing Adult Education Services represents that it is not also receiving State funds or charging DOE for the same goods and services funded under this Contract. The Provider has a duty to maintain clear records that distinguish its receipt of State and Federal funds and prevent duplicative funding. If at any time, CWS staff learns and verifies that the Provider was collecting State funds for the goods and services funded under this Contract, the Provider will have an obligation, as part of a Corrective Action Plan, to refund all State monies to



DOE or to refund CWS for all such duplicative funding as determined by CWS. The Corrective Action Plan shall also include provisions that repair the administrative or structural elements in the Provider's organization that allowed such duplicative funding to occur.



EXHIBIT C – TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. SERVICE TASKS

C-1.1. Consolidated Refugee Services (CRS) Transition Plan. CWS/The Provider shall develop a transition plan from the existing service delivery model to the CRS model to ensure the continuity of services provided to refugees/entrants in the service area. The plan shall include the following components:

C-1.1.1. All tasks and subtasks to be performed and a schedule for all deliverables;

C-1.1.2. The timeframe for the transfer of staff (if applicable), equipment, administrative services and functions, and a plan to ensure suitable contracts are in place with those partners that signed a Memoranda of Understanding, or subcontract. The list should be delineated by service;

C-1.1.3. Any additional services or functions required to ensure the seamless transition in service delivery and the Provider's proposed means of implementation, including timeline;

C-1.1.4. Provisions and timetables for informing and educating staff, stakeholders, community partners, and others on issues relating to the transition; and

C-1.1.5. Provisions for the orderly transition and close-out of all contract documents, transfer of individual records, and case files from the previous refugee contract.

The Provider shall submit the Transition Plan to the CCC for review and approval by the due date outlined in

EXHIBIT C5.

C-1.2. CRS Plan. CWS/The Provider shall develop and implement a CRS Plan for Broward County, that outlines an integrated service delivery system for clients and promotes refugee engagement in the community. The plan shall include information on how CWS/The Provider intends to promote long-term self-sufficiency and social integration of all refugees served under the CRS program. The plan shall also provide a detailed description of the CWS/The Provider's proposed methods for serving refugees and entrants over a large geographical area. The plan shall include CWS/The Provider's streamlined and detailed processes for outreach, intake, assessment, case coordination, tracking client (case) progress and follow-up, and the delivery of all services. The CRS Plan shall also outline all the linkages, working agreements, and subcontracts the Provider will incorporate into the integrated service delivery system, including how CWS/The Provider shall ensure that clients experience a smooth transition of service delivery between any partner organizations. To whatever extent possible, CWS/The Provider shall coordinate and establish a streamlined process to only require one RS determination of eligibility per client, by sharing client information and planning among service providers. CWS/The Provider shall ensure that care coordination among program specialists and case managers reduces paperwork, processes, and any potentially conflicting goals for the client. The Provider shall submit the CRS Plan to the CCC for review and approval by the due date outlined in **EXHIBIT C5**. The CRS Plan may be revised without a formal contract amendment with the written approval of the CCC, prior to the implementation of the revision.

In the CRS Plan, the Provider shall also include a business case for the provision of each proposed service (e.g. adult education, career laddering, etc.). The business case shall outline the benefits of the Provider's chosen method for delivering each service while examining the cost-effectiveness and feasibility of each method when compared to other possible methods.

C-1.3. Quality Management Plan (QMP). CWS/The Provider shall implement a QMP for the CRS integrated service delivery system. The Plan shall include the quality assurance and improvement activities to be conducted by the Provider and any subcontracted organizations, the intervals at which they will be conducted, and the types of data which will be collected, analyzed, and reported. The main goal of the QMP shall be to improve long-term outcomes for refugees within Broward County, and the plan shall outline the use of short-term outcomes and outputs to analyze trends and effects. The plan shall also include reporting to CWS on essential performance data and information, as well as any quality improvement activities for each grant reporting period (quadrimester, quarter, and semi-annually). The Provider shall submit the QMP to the CCC for review and approval by the due date outlined in **EXHIBIT C5**. The QMP may be revised without a formal contract amendment with the written approval of the CCC, prior to the implementation of the revision.



- C-1.4. Outreach Services.** The Provider shall ensure that a variety of appropriate outreach activities are designed to familiarize potentially eligible individuals with available contract services, to explain the purpose of these services, and to facilitate access to these services, as well as familiarize clients with available community resources. 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 CCC for review and approval forty-five (45) calendar days prior to publication and dissemination.
- C-1.5. Uptake Analysis.** The Provider shall conduct an annual uptake analysis, for prior year arrivals that identifies the number of eligible clients in the county and the number of clients, demographics of unserved adult education clients, and percentage of unserved adult education clients. The uptake analysis shall be submitted to the CCC by the due dates outlined in **EXHIBIT C5**.
- C-1.6. Client Eligibility Determination.** CWS/The Provider shall determine refugee/entrant program eligibility based on the individual's immigration status, date of status, and if applicable, country of origin using original immigration documents provided by the individual. The period of eligibility is calculated from the client's date of eligible status in the U.S. (e.g. date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.). A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required to accurately determine eligibility. Immigration documentation used to determine eligibility may be scanned and uploaded to RSDS. The latest RS Eligibility Determination guide is online at link <http://www.myflfamilies.com/service-programs/refugee-services/eligibility-guide-refugee-service-providers>.
- C-1.7. Income Eligibility Determination.** CWS/The Provider shall determine income eligibility clients interested in vocational training. The income eligibility determination shall include documentation (signed by the client) in the client's file that the total income calculated for the family does not exceed the 185% of the federal poverty level income standards. Income eligibility shall be determined at the time of intake and for services occurring after the refugee/entrant has obtained legal permanent resident status.
- C-1.8. Immigration Status Verification.** In the event the Provider elects to use the SAVE/VIS Program, the Provider shall:
- C-1.8.1.** Obtain a written, signed release from each applicant authorizing the release of the DHS data to DCF-ESS Florida, RS, CWS and the Provider.
 - C-1.8.2.** 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-1.8.3.** Provide to CWS names, addresses, and contact information of Provider staff using the SAVE/VIS Program.
- C-1.9. Intake.** Upon determination of client eligibility and income eligibility, CWS 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., date of eligible status (e.g. date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.), current county of residence, date of birth, gender, and, if applicable and if available, Social Security Number and port of entry.
- CWS shall conduct an intake on all eligible clients regardless of employment authorization status; whether or not the clients are receiving public benefits.
- CWS shall obtain clients' signatures on the RS approved intake form attesting to the accuracy of information and the acceptance of services. Forms must be provided to clients in their native language in compliance with the LEP policy.
- C-1.10. 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 C3**) and update the applicable release information in RSDS.
- C-1.10.1.** Social Security Number;
 - C-1.10.2.** DHS SAVE/VIS data;
 - C-1.10.3.** PHI;



- C-1.10.4.** Financial Information;
- C-1.10.5.** Employment Outcome Disclosures; and/or
- C-1.10.6.** Contact Information Disclosures.

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 C3** may be implemented without the need of a formal contract amendment.

- C-1.11. CRS Orientation.** CWS/The Provider may provide CRS orientation services to all eligible clients who have received an intake regardless of employment authorization status. CRS Orientation services may include, but are not limited to, information on:
 - C-1.11.1.1.** Expectations regarding employment and services provided by the employment program, including job development, job referrals;
 - C-1.11.1.2.** Additional services available through the CRS program, including child care, English language training, vocational training, youth services, and legal services;
 - C-1.11.1.3.** Information on the importance of health care, health insurance requirements per the Affordable Care Act, availability of health insurance through the health insurance marketplace, and how to access healthcare through the marketplace; and
 - C-1.11.1.4.** Services that may be available in the community.
 - C-1.11.1.5.** If the Provider deems it necessary, a more in-depth orientation may be offered to refugees and entrants who are within their first 120 days of arrival. Topics may include, but are not limited to, daily living skills, cultural adjustment, public transportation, and money management.
- C-1.12. Case Coordination.** CWS/The Provider shall create an integrated and streamlined case coordination system that provides assessment, planning, and coordination of services with the overall goal of economic self-sufficiency and social integration. Case coordination shall include referrals to outside agencies and access to assistive services, such as transportation and interpretation, when necessary. Case coordination may also include other activities such as counseling clients on how to identify and address physical and mental health needs. Additional case coordination services may be provided in accordance with CFR 400.154 and 400.155, the Department's State Plan, and the CRS Plan.
- C-1.13. Employment Services.** CWS/The Provider shall develop a method of delivering a comprehensive employment program which shall, at a minimum, include the following components:
 - C-1.13.1. Local Job Market Analysis.**
 - C-1.13.1.1.** Assess the local job market and develop employment opportunities appropriate to the needs and skills of the target populations.
 - C-1.13.1.2.** Identify and recruit potential employers.
 - C-1.13.1.3.** Develop and maintain an electronic system for recording job openings with identified wages, employers, and job referrals.
 - C-1.13.1.4.** Establish agreements with employers for on-the-job training, group placements, and placements with built-in promotional sequences.
 - C-1.13.1.5.** The Provider shall use the local job market assessment to identify training needs for eligible clients. This information shall be provided to CWS in the form of a written narrative report no later than December 15 (refer to EXHIBIT C5) of each FFY for the duration of the Contract and shall be presented to the local Refugee Task Force no later than January 31st on an annual basis.
 - C-1.13.2. Employment Orientation Services.** CWS/The Provider shall provide orientation services to all employment clients who have received an intake regardless of employment authorization status. The delivery of Orientation services shall be documented in RSDS. At a minimum Orientation Services shall include but is not limited to, information on:



- C-1.13.2.1.** Expectations of the employment program, including requirements to participate in the workforce activities for TANF clients and sanctions to RCA and TANF for not accepting employment that is offered;
 - C-1.13.2.2.** What is expected of employable adults not currently employed;
 - C-1.13.2.3.** Other services available, through refugee Providers, intended to support employment, including child care, English language training and vocational training;
 - C-1.13.2.4.** Services provided by the employment program, including job development, job referrals, CET; and
 - C-1.13.2.5.** Services that may be available in the community.
- C-1.13.3. Pre-Employment Placement Services.** CWS/The Provider shall make available pre-employment placement services, delivered either on an individual or group basis. The delivery of pre-employment placement services shall be documented in the employability plan and RSDS. At a minimum, the services shall include, but are not limited to providing information on:
- C-1.13.3.1. Workplace Readiness.** Employer expectations regarding appropriate attire, demeanor, timeliness, transportation and/or travel, initiative, interpersonal skills, communication skills, other personnel attributes.
 - C-1.13.3.2. Interview Techniques.** Job interview techniques that will promote hiring.
 - C-1.13.3.3. Resume or Application Assistance.** Completing employment applications and developing resumes.
 - C-1.13.3.4. Employer Benefits and Payroll Options.** Common employment practices including but not limited to money management, payroll deductions, the availability of health insurance and/or retirement benefits, and tax implications of status as an independent contractor verses employee, etc.
 - C-1.13.3.5. Training Options.** Training options including vocational training, short-term training, and/or English language training.
 - C-1.13.3.6. Career Planning.** Work adjustment and/or career counseling and planning to strategically pursue career goals after first job placement.
- C-1.13.4. CL Services.** The Provider may offer CL services to clients to support employment advancement. CL Services shall include the following components:
- C-1.13.4.1. CL Assessment.** The Provider shall conduct a CL assessment within 15 calendar days of identifying clients as eligible CL clients. Activities shall include:
 - C-1.13.4.1.1.** CL orientation, including an explanation of program procedures and expectations for client participation;
 - C-1.13.4.1.2.** Assessment of clients' educational level, native language literacy, English literacy, and speaking ability, prior to work experience, and relevant vocational skills; and
 - C-1.13.4.1.3.** Collection of supplemental intake information, including such information as educational attainments, locations, diplomas and/or degrees, and work history.
 - C-1.13.4.2. CL Plan Development.** An individualized CL Plan shall be developed, using the Employability Plan Form (**EXHIBIT C6**), jointly by the Provider and clients, concurrent to the CL assessment, and shall be signed by the clients. CL Plan development shall include:
 - C-1.13.4.2.1.** Establishment of career goals;
 - C-1.13.4.2.2.** Identification of pre-career ladder service needs;
 - C-1.13.4.2.3.** A formal delineation of steps to accomplish the career goal which identifies the responsible party for each step;



C-1.13.4.2.4. Follow-up information to show clients' progress; and

C-1.13.4.2.5. The date clients are eligible for job placement.

C-1.13.5. CET Services. The Provider will coordinate, support and track the provision of CET services. The Provider may offer education, training services to clients to support employment acquisition, retention, and advancement. Training and education services provided must be appropriate to local workforce needs as identified in the local job market survey and may include the following:

C-1.13.5.1. STT. The Provider may provide STT that is expected to develop skills leading to full-time employment. The target population for STT are clients that are experiencing, or those that can reasonably be expected to experience, difficulty in obtaining entry level employment due to lack of work experience or skills combined with limited English. If the Provider chooses to develop STT programs, the Provider shall:

C-1.13.5.1.1. Identify jobs requiring limited training that are regularly available in the local community;

C-1.13.5.1.2. Obtain prior written approval from the CCC for any new short-term training program;

C-1.13.5.1.3. Prioritize clients with limited education, skills, and employment experience; and

C-1.13.5.1.4. Develop programs that must be completed in less than eight (8) weeks, unless the Provider has received written permission from the CCC to extend training.

C-1.13.5.2. OJT. The Provider may enter into OJT agreements only if they are structured to lead to permanent full-time employment in a position, with the employer who is providing the training. OJT is limited to the number of months outlined in the table below based on the hourly wage rate of the position and may be subsidized up to fifty percent (50%) of the clients' hourly wage rate during the term of the OJT agreement.

OJT Subsidized Wage Scale	
Hourly Wage Rate	Maximum Months of OJT
\$10.00 - \$10.99	50% of the clients' hourly wage rate for up to two (2) months
\$11.00 – \$13.99	50% of the clients' hourly wage rate for up to four (4) months
\$14.00 or higher	50% of the clients' hourly wage rate for up to six (6) months

OJT should focus on clients with skills or experience but who are having difficulty in obtaining employment due to a lack of local work experience and/or are LEP. If the Provider chooses to enter into OJT agreements, the Provider shall:

C-1.13.5.2.1. 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-1.13.5.2.2. Ensure that OJT is provided at the employment site; and

C-1.13.5.2.3. Prioritize to make clients with skills or experience who have not been able to obtain or retain full-time employment; 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.

C-1.13.5.3. Vocational Training. The provider may offer clients vocational training that meets the requirements of 45 CFR Section 400.81 and 400.146 to promote employment acquisition, retention, and/or advancement. The Provider shall submit a list of available vocational training programs, which are consistent with local workforce needs and identified in the local job market survey, to the CCC for approval within 21 days of Contract execution. If the Provider chooses to assist clients with vocational training, enrollment requirements shall include:



- C-1.13.5.3.1.** Ensuring all clients meet the program pre-requisites, including English language ability, if required;
 - C-1.13.5.3.2.** Ensuring that vocational training courses are provided to the fullest extent feasible outside of normal working hours;
 - C-1.13.5.3.3.** Ensuring that clients are not enrolled in vocational training that last more than a year or educational programs that are not intended to lead to employment within a year of enrollment;
 - C-1.13.5.3.4.** Obtaining CCC approval of vocational trainings that had not been identified in the approved list of programs submitted to the CCC, prior to authorizing payment of the training; and
 - C-1.13.5.3.5.** Ensuring vocational training is concurrent to job placement or employment for individuals receiving TANF and RCA.
- C-1.13.6. Recertification/Recredentialing.** The Provider may assist clients in skills recertification, including diploma/degree evaluation, translation of documents and other credentialing activities.
- C-1.13.7. Job Placement.** (If applicable) The Provider shall place clients in jobs that meet the criteria for employment per 45 CFR 400.81. Job placement activities shall include the following components:
- C-1.13.7.1.** The Provider shall provide referrals to identified jobs which the client is qualified and to the greatest degree possible; the position is related to the client's employment plan;
 - C-1.13.7.2.** The Provider shall assist clients in developing their resumes, completing job applications on paper and on-line, obtain interviews and ensure the client understands when and where the interview will occur;
 - C-1.13.7.3.** The Provider shall emphasize full-time placement jobs which offer health insurance access within six (6) months of employment; and
 - C-1.13.7.4.** The Provider shall complete the Employment and Career Laddering Placement Form (**EXHIBIT C7**) for each job placement and obtain either a copy of a client's most recent check stub or the employer's signature to verify the job placement. A verified job placement or career laddering job placement has been delivered when an eligible client accepts full-time employment as a result of a referral from the Provider.
- C-1.13.8. Career Laddering Job Placement.** The Provider shall place clients in career field related jobs that meet the criteria for employment in 45 CFR 400.81 and is aligned with the client's CL Assessment and CL plan. Career laddering job placement activities shall include the following components.
- C-1.13.8.1.** 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; if the client is a CL client, the provider shall refer clients to jobs in a related field as identified in their CL plan;
 - C-1.13.8.2.** Upon career laddering program completion, the Provider shall assist clients in developing their resumes, completing job applications on paper and on-line, obtain interviews and ensure the client understands when and where the interview will occur;
 - C-1.13.8.3.** The Provider shall emphasize full-time placement jobs which offer health insurance access within six (6) months of employment;
 - C-1.13.8.4.** The Provider shall emphasize full-time career laddering placement jobs, in a related training field (if the client is a CL client or if training was provided); and
 - C-1.13.8.5.** The Provider shall complete the Employment and Career Laddering Placement form (**Exhibit C7**) for each job placement and obtain either a copy of clients' most recent check stub or the employer's signature to verify the career laddering job placement. A verified job placement or career laddering job placement has been delivered when an eligible client accepts full-time



employment as a result of a referral from the Provider and upon completion of CL plan and career laddering services provided.

- C-1.13.9. Job Placement Follow-up Contact.** The Provider shall follow-up with the employer (at least one contact shall be in person) at a minimum of 10 and 90 days after initial (first recorded) job placement and with clients at a minimum of 10, 30, 60, and 90 days after placement. At the 90 day follow up, the Provider shall document the current work status, including but not limited to:
- C-1.13.9.1.** If clients are employed;
 - C-1.13.9.2.** The position held by clients;
 - C-1.13.9.3.** The number of hours that clients are currently working and the wage per hour;
 - C-1.13.9.4.** Whether clients have or will have private health insurance coverage, or when it may be available (i.e., 90, 180 days);
 - C-1.13.9.5.** Employer satisfaction or dissatisfaction with the clients' job performance, the reason for any dissatisfaction and any suggestions for employee improvement;
 - C-1.13.9.6.** Reason(s) for job termination, if the clients are no longer employed;
 - C-1.13.9.7.** Clients satisfaction or dissatisfaction with current employment status, including a review and/or update of the clients' employability plan goals and targets; Case notes should reflect employability plan was reviewed on this date. If applicable, based on clients' individual needs an updated Career Plan page with updated goals, action steps and/or targets should be established, and copy provided to client;
 - C-1.13.9.8.** To verify employment in any position at the 90-day follow up the Provider shall obtain either a copy of the clients' most recent check stub or an employer's signature on the Employment and Career Laddering Placement Form (EXHIBIT C7) and maintain a copy of this verification documentation in the individual clients' case file. CWS reserves the right to verify a clients' employment status via third party verification systems;
 - C-1.13.9.9.** For TANF clients, follow-up on employment must adhere to the documentation requirements of the TANF program; and
 - C-1.13.9.10.** After a self-placement becomes known, the Provider shall verify the self-placement, based on the clients' self-report, at the time of the ninety (90) day follow up by completing the appropriate sections of the Employment and Career Laddering Placement Form (EXHIBIT C7).
- C-1.13.10. Verified Job Placement.** The Provider shall verify job placements by obtaining a copy of clients' most recent check stub, the employers' signature to verify the job placement, or obtaining verification through a valid employment verification database. The job placement and verification dates must be recorded in RSDS by the date specified for data submission as outlined in Section C-2.5.3. to count as a verified job placement.
- C-1.13.11. Self-Placements.** After a self-placement becomes known the Provider shall complete the applicable sections of the Employment and Career Laddering Placement Form (EXHIBIT C7) for clients who report self-placements to verify the job placement.
- C-1.13.12. 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 six (6) months, and then again at 12 months to assess the client's income compared to the FSSP's required income for household budget needs.
- C-1.13.13. RCA Job Search** (If applicable)



- C-1.13.13.1.** The Provider shall ensure that the job search commences upon completion of the Employability Plan (**EXHIBIT C6**), but not later than 15 calendar days following intake. Employable RCA clients as defined in 45 CFR 400.71, with an employment authorization document shall participate in Job Search. The DCF ESS office 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.
- C-1.13.13.2.** 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 and followed up on until client is placed. The Provider shall report all employed RCA clients to the local DCF ESS office or other designated agency within five (5) calendar days of the date of employment.
- C-1.13.13.3.** The Provider shall require that RCA clients comply with the Federal requirements in 45 CFR 400.75.
- C-1.13.13.4.** 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 DCF ESS office or other designated agency 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.
- C-1.13.13.5.** The Provider shall make available to clients the written policies of the RCA program in accordance with 45 CFR 400.55.

Any subsequent revision to the **EXHIBIT C6** may be implemented without the need of a formal contract amendment with prior written approval from the CCC.

- C-1.13.14. 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. The Provider shall use the local job market survey to identify training needs for eligible clients. This information shall be provided to CWS in the form of a written narrative report by the due dates outlined in **EXHIBIT C5** and be presented to the local Refugee Task Force by the due dates outlined in **EXHIBIT C5**.

- C-1.14. Adult Education (AE) Services.** The Provider shall develop a method of delivering AE Services to appropriate clients. AE services shall include the following minimum components:

- C-1.14.1. Pre-Test Standardized Assessment.** The Provider shall conduct an evaluation of the client's English language ability and/or educational level using standardized assessment instruments administered as a pre-test and maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. For vouchered clients, the Provider is not responsible for conducting an evaluation of the client's English language ability and/or educational level themselves but shall maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. The date of the pre-test assessment cannot precede the client intake date.

- C-1.14.2. Enrollments.** The Provider shall enroll clients in the appropriate education program based on the client's educational needs. The Provider may provide the following:

- C-1.14.2.1. English Language Enrollment.** The Provider shall enroll clients in the appropriate level of ELI based on the client's performance on standardized assessment instruments. The Provider shall offer ELI enrollments into courses including, but not limited to:

- C-1.14.2.1.1. English for Speakers of Other Languages (ESOL); and**

- C-1.14.2.1.2. English Literacy for Career and Technical Education (ELCATE).**

- C-1.14.2.2. High School Equivalency Diploma Program.**

- C-1.14.2.3. Citizenship Preparation Courses.**



C-1.14.2.4. ABE Courses.

C-1.14.2.5. Vouchers. The Provider may distribute vouchers to eligible clients for the clients to enroll in appropriate ELI courses.

C-1.14.3. Refugee-Specific Instructional Services. If the course offerings in the mainstream classes are not appropriate for the needs of the refugee population in the community, the Provider may provide refugee-specific classes. The Provider shall determine the number of staff and refugee-specific instructional hours necessary for each ELI course. If refugee-specific classes are offered, the Provider shall submit a report by the due dates outlined in **EXHIBIT C5** to the CCC outlining the following:

C-1.14.3.1. Types of ELI Courses that will be offered;

C-1.14.3.2. Number of enrolled students in each course;

C-1.14.3.3. Number of staff needed to instruct each course;

C-1.14.3.4. Total anticipated refugee-specific instructional hours; and

C-1.14.3.5. Class Schedule.

C-1.14.4. Post-Test Standardized Assessment. The Provider shall assess progression of clients at the completion of each course utilizing standardized assessment instruments. The Provider shall document in the client file and in RSDS the attainment of LCPs, or documented progress, along with applicable post test scores obtained using standardized assessment instruments during the assessments. Post test scores may be used for placement in subsequent educational courses.

C-1.14.5. Guidance and Retention. The Provider may deliver guidance and retention services designed to assist the client's progression and retention in the program(s) in which they are enrolled. This may include, but is not limited to, course advising, attendance tracking and guidance, support service needs identification and referrals, follow-up on recommendations and outcomes of testing, and the value of enrollment in at least one (1) or more courses over consecutive terms.

C-1.15. Additional Services. The Provider may provide additional services allowed under State and Federal laws and regulations, namely 45 CFR Parts 400.154 and 400.155, or State Grant Awards. Any such service shall be provided as agreed to in the CRS Plan. These services must contribute to the integration and self-sufficiency outcomes of refugees, and may include, but are not limited to translation services, interpreter services, transportation assistance, and emergency client assistance.

C-1.16. Case Notes. The Provider shall maintain electronic or hard-copy readable case narrative information, in chronological format, recording critical contact with the client (case notes are optional for legal services). Information documented should clearly describe status of the services being provided and what is happening with the client including what specific services and/or activities are being performed by the provider to assist the client in achieving the employability plan goals. The Provider shall contact clients on a monthly basis regarding referrals, placements, problem resolution and progress made on the employability plan tasks and goals. Contact shall be documented in the case notes and, at a minimum, shall include:

C-1.16.1. The purpose for the client contact(s);

C-1.16.2. Employment status of the client(s) at time of contact;

C-1.16.3. Employment Authorization status update at time of contact;

C-1.16.4. Whether the client(s) are employed in the same job, working the same number of hours, receiving the same rate of pay, receiving health benefits, etc. or any changes reported;

C-1.16.5. Clients progress, including any problems identified by the client(s) and employer(s);

C-1.16.6. How problems/barriers identified were addressed by the Provider;

C-1.16.7. Detailed reasons for changes in employment, whether clients were terminated from employment, whether work hours have been reduced, or whether clients 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;



- C-1.16.8.** Detailed list and/or information on employment/job referrals provided until RCA client(s) are placed in unsubsidized employment;
 - C-1.16.9.** Detailed information on service activities and planned future activities with dates of service delivery;
 - C-1.16.10.** Outcome of job interviews (name of business, date and time of interview, position applying for) and referrals to other service providers;
 - C-1.16.11.** If applicable, documentation of employment notification sent to DCF-ESS office or other designated agency within five (5) business days of any RCA client who is placed in unsubsidized employment;
 - C-1.16.12.** If applicable, documentation of sanction notification sent to DCF-ESS office or other designated agency 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; and
 - C-1.16.13.** Closing entries that provide a summation of the clients' overall status and addresses the needs and barriers identified in the clients' individual employability plan and are aligned with documentation in the Termination of Client Services form (**EXHIBIT C8**).
- C-1.17. Transportation.** The Provider may provide transportation assistance to clients when necessary for participation in CRS activities including, but not limited to employability training or the acceptance or retention of employment, adult education participation, limited by the Provider's line item budget, which identifies vehicle usage to clients and/or fare passes on public transportation systems. If issuing transportation passes, the Provider shall maintain a tracking log and supporting documentation of the purchase and issuance of cards to eligible clients. Delivery of transportation services to clients shall be documented in RSDS.
- C-1.18. Information and Referral Services.** CWS/The Provider shall be familiar with community resources and, in particular, services provided to refugees/entrants and shall have established links with other local service providers to ensure that the supportive service needs of refugees/entrants can be met. CWS/The Provider shall refer refugees/entrants to these services as needs are identified. Assistance may be provided telephonically or on a walk-in basis with no formal refugee eligibility determination required. Assistance may include but is not limited to information and/or referrals for, application for benefits through the DCF-ESS, food banks, emergency assistance agencies, federally qualified health centers, mental health counseling, subsidized or income-sensitive housing, county health departments, KidCare, social security administration, transportation options, and other resources that would benefit the target population. For clients enrolled in CRS CWS/The Provider shall maintain in the CRS individual/family client file clear documentation of all referrals made for the client/family that reflects the referral type(s), provider(s) referred to, referral date(s), and referral reason(s).
- C-1.19. Data Security and Access Request Forms.** The Provider shall ensure that its staff whose duties require them to access client information through the RSDS must complete the following annually:
- C-1.19.1.** DCF Security Agreement (form CF 0114, which is available from the CCC);
 - C-1.19.2.** DCF Security Awareness Training, as specified in Section 5.5.2 of the Standard Contract; and
 - C-1.19.3.** RSDS Security Access Request Form (**EXHIBIT C4**).
- Any subsequent revisions to the **EXHIBIT C4** may be implemented without the need of a formal Contract amendment.
- C-1.20. Electronic Data.** The Provider shall use the CWS Case Management application and/or RSDS application to submit electronic data with the required data elements as specified in the RSDS Application User Guide or any subsequent revisions to this guide without the requirement of a Contract amendment. The Provider shall submit electronic data via direct entry into RSDS or via batch interface, as required by RS.
- C-1.21. 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:
- C-1.21.1.** Identifies the language(s) likely to be encountered while providing contract services;
 - C-1.21.2.** Estimates the number of eligible people likely to be affected by the need for language interpretation assistance;



- C-1.21.3.** Establishes an in-house point of contact who is competent to provide language interpretation services or competent to provide document translation assistance for written documents;
- C-1.21.4.** Identifies a process by which language interpretation services not available on-site shall be provided to LEP persons;
- C-1.21.5.** 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;
- C-1.21.6.** 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;
- C-1.21.7.** Identifies how the service Provider shall inform and train staff; and identify the frequency of staff training;
- C-1.21.8.** 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; and
- C-1.21.9.** The level and depth of compliance a service Provider must meet in order to comply with requirements of Title VI of the Civil Rights Act of 1964 can be determined by using the compliance requirement criteria below. If the refugee/entrant population to be served:
 - C-1.21.9.1.** Is 10% of the eligible population or 3,000 (whichever is less), the service Provider shall provide translated written documents, including vital documents for the group.
 - C-1.21.9.2.** Is 5% of the eligible population or 1,000 (whichever is less), the service Provider, at a minimum, shall translate vital documents, while other document translations can be oral.
 - C-1.21.9.3.** Is fewer than 100 persons, the service Provider is not required to translate written materials, but shall 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 LEP plan for compliance to CWS within 45 days following the Contract effective date and submit the LEP Policy Questionnaire annually thereafter. Failure to comply with this requirement may place the Provider in Breach of Contract and the Provider may be penalized as provided in Section 6.1. of the Standard Contract.

- C-1.22. Quarterly Review.** CWS will review Contract performance and discuss the Provider's progression towards meeting Contractual goals. The Quarterly Review agenda may include, but is not limited to, reviewing deliverables, minimums, performance data, costs associated with providing services, arrival and intake data, and any programmatic/administrative concerns.
- C-1.23. Termination of Client Services.** The Provider shall terminate a client's case for the following reasons:
 - C-1.23.1.** Client completion of all objectives and no longer in need of services;
 - C-1.23.2.** Client no longer meets eligibility criteria for the program;
 - C-1.23.3.** Written or verbal notification by the client of withdrawal from the program;
 - C-1.23.4.** Client relocation out of the service area;
 - C-1.23.5.** Non-participation of the client; the client has not participated in service for 30 days or as appropriate for the particular service, as described below;
 - C-1.23.5.1.** For Adult Education Services non-participation is 12 consecutive months;
 - C-1.23.6.** Unsuccessful closure; client participated but objectives not achieved; or
 - C-1.23.7.** Death of the client.
- C-1.24. Client Case File.** For each client served, the Provider shall maintain an electronic or hard-copy case file that includes a detailed chronological account of service delivery including, but not limited to, the following:
 - C-1.24.1.** Eligibility documentation, including a legible copy of the front and back (if applicable) of immigration documentation;



- C-1.24.2.** Intake information;
- C-1.24.3.** Client Release of Information Form;
- C-1.24.4.** Case notes, including face-to-face contact, client activities, status in achieving goals, any changes in client or family situation, or any other issues that assist or hinder client progression;
- C-1.24.5.** Referral information;
- C-1.24.6.** Termination of client services documentation (completion of **EXHIBIT C8** for employment clients if closed);
- C-1.24.7.** Client Assessment(s);
- C-1.24.8.** Employment Services documentation (e.g. employability plan, FSSP, information on clients' educational attainments, job referrals, follow-up documentation, CET activities, CL activities, documentation of recertification/re-credentialing services, orientation sessions, or other activities);
- C-1.24.9.** AE Services documentation (e.g. information on course enrollment, assessment of English language ability, client progression assessment, course completion, or other activities); and
- C-1.24.10.** Income eligibility determination signed and dated by client (if applicable);
- C-1.24.11.** Documentation of additional services provided, such as emergency client assistance, translation and/or interpretation services.

C-1.25. Task Limits.

- C-1.25.1.** The Provider shall not make stipend payments to a client under the terms of this Contract.
- C-1.25.2.** The Provider shall not perform any tasks related to the program, other than those described in this Contract, without the express written consent of CWS.
- C-1.25.3.** 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.
- C-1.25.4.** 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.
- C-1.25.5.** The Provider is prohibited from filing an application to make the person eligible for services under this Contract. A client must already have an eligible immigration status or classification at the point of intake to establish service eligibility.
- C-1.25.6.** Payment for vocational training under this Contract is limited to programs that are intended to be completed in 12 months or less, and are sufficient to obtain employment, as stated in 45 CFR Part 400.146. The maximum number of vocational enrollment hours an eligible student can take shall not exceed 1,400 hours. This is a lifetime limit for each student.
- C-1.25.7.** Training programs that exceed \$3,000.00 total tuition must have prior written approval from the CCC.
- C-1.25.8.** Payment for OJT under this Contract is limited to those OJT agreements that are structured to lead to permanent full-time employment in a position paying at least the hourly wage rate outlined in the OJT Subsidized Wage Scale in Section C-1.13.5.2., with the employer who is providing the training. OJT is limited and may be subsidized up to fifty percent (50%) of the clients' hourly wage rate during the term of the OJT agreement based on the number of months outlined in the OJT Subsidized Wage Scale in Section C-1.13.5.2.
- C-1.25.9.** Contract funds shall not be used by the Provider to pay any service application fees due to a federal entity or to pay any court fees that are required to be paid by the client.
- C-1.25.10.** No civil litigation/representation against the Federal, State or Local government shall be provided for matters other than immigration and immigration-related issues.
- C-1.25.11.** Clients are limited to three (3) enrollments in a particular level or course in an attempt to achieve documented progress. If the client is unsuccessful in achieving documented progress in said level or course after three (3)



attempts, the Provider shall refer the client to other funding sources/programs that are more suited to meet the client's needs.

C-1.25.12. Course offerings under this Contract are limited to those that are within the frameworks developed by the DOE or those approved in writing by the CCC no fewer than 45 calendar days prior to implementation.

C-1.25.13. The Provider shall document client progression assessment information using those standardized testing instruments identified in Rules 6A-6.014(4), 6A-6.014(5), and 6A-10.040, F.A.C. or DOE-issued document that supersedes these F.A.C. and any subsequent revisions thereto.

C-1.25.14. The Provider shall not be reimbursed or paid under this Contract for individuals enrolled in Adult Education who are also enrolled in a K-12th grade public school program.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

C-2.1.1. 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 CCC, in writing, within (7) calendar days following the loss of a staff member funded by this Contract in part or in whole.

C-2.1.2. The staffing levels are contained in the Project Budget Summary and shall be sustained throughout the Contract period. In the event CWS determines that the Provider's staffing levels do not conform to those set forth in the project budget summary, it will advise the Provider in writing, and the Provider shall have 30 calendar days to remedy the identified staffing deficiencies.

C-2.1.3. The Provider may make staffing changes for those positions funded either in whole or in part with funds from this Contract. The CCC must be notified in writing when a change of incumbent staff occurs. 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 Project Budget Summary, and cost allocation (if applicable). 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.

C-2.2. Professional Qualifications

C-2.2.1. 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.

C-2.2.2. 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 youth served by the Provider. Security background investigation documentation shall be maintained on file with the Providers' employment records.

C-2.2.3. The Provider shall maintain staff for data and quality management functions who possess experience with computer-based information systems, technical assistance, and knowledge of the organization's system design. CWS reserves the right to request the resume of data staff to ensure qualifications are appropriate for the position.

C-2.3. Subcontracting

C-2.3.1. Subject to Section 4.3. of the Standard Contract, the Provider shall not subcontract for services under the terms of this Contract. 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.

C-2.3.2. (If applicable) The Provider shall execute contracts for subcontracted services within 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 CCC prior to the expiration of the 90-day deadline. Within 30 days of executing contracts for subcontracted services, the Provider shall provide CCC copies of the executed subcontract.



C-2.3.3. Subcontract Agreements. (If applicable) 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.

C-2.4. Records and Documentation

C-2.4.1. Client Records. The Provider shall maintain client information as follows:

C-2.4.1.1. 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.

C-2.4.1.2. 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 ORR requirements.

C-2.4.2. Format Requirements. Submission of documents produced by the Provider to satisfy the requirements of this section must be submitted to CWS in Microsoft Office product format in the versions used by CWS at the time of submission, currently MS Project 2007 or newer version, MS Word 2007 or newer version, MS Excel 2007 or newer version.

C-2.4.3. 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 CWS harmless from any claim or damage, including reasonable attorneys' fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records, whether public record or not, and promises to defend CWS against the same at its expense.

C-2.4.4. 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 CWS upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

C-2.4.5. 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 CWS approval.

C-2.5. Reports (programmatic and to support payment)

C-2.5.1. Required Reporting Submission. The Provider shall submit reports according to the reporting requirements specified in **EXHIBIT C5**. In the case of an anticipated delay in meeting this requirement, the Provider shall submit a written justification for the delay and a request for an extension to the CCC prior to the expiration of the submission deadline. Only submittals received by the due date or pursuant to an approved extension will be considered timely. All due dates not specifically identified are calendar days.

C-2.5.2. Additional Reporting Requirements. The Provider shall provide additional reporting pertaining to the services rendered in the Contract should CWS determine this to be necessary.

C-2.5.3. Data Reports.

C-2.5.3.1. Data Entry Deadlines. The Provider shall submit to CWS data by the 7th of each month, except in emergency circumstances and as approved in writing by the CCC. The reports produced by CWS are the official record of deliverables and overall program performance, unless notified immediately of discrepancies.

C-2.5.3.2. Data Integrity. If notified by CWS of reporting discrepancies, the Provider has two (2) 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 two (2) business days of the notification. The Provider shall notify the CCC when corrections are needed and again when corrections are completed.



C-2.5.4. 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 6.1. of the Standard Contract.

C-2.6. Provider Responsibilities

C-2.6.1. Provider Unique Activities

- C-2.6.1.1.** The Provider must be knowledgeable of the refugee/entrant populations to be served in the identified service area.
- C-2.6.1.2.** 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.
- C-2.6.1.3.** 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.
- C-2.6.1.4.** 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.

C-2.6.2. Coordination with Other Providers/Entities

- C-2.6.2.1.** CWS may undertake or award other contracts for additional or related work, and the Provider shall fully cooperate with other such Providers, CWS employees, 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.
- C-2.6.2.2.** The Provider shall attend the scheduled Refugee Task Force meetings for their service delivery area. The Provider shall participate in, present at, and collaborate with other social service agencies at the meetings.

C-2.7. Refugee Clients under Age 18. Providers who care for children and youth shall have and provide to CWS 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.

C-2.8. 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.

C-3. STANDARD CONTRACT REQUIREMENTS Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.



EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS

Name of Organization:		
Location:		
Contract number:		
Type of service:		
Report Period:	<u>Fall/Winter</u> October 1 – March 31	<u>Spring/Summer</u> April 1 – September 30

Section A: Accomplishments

Report <u>specific, measurable activities</u> related to refugees' attainment of self-sufficiency and integration		
Topic	Activities/Services	Outcome

Section B: Challenges & Emerging Issues

Report any <u>challenges or emerging issues</u> related to refugees' attainment of self-sufficiency and integration		
Topic	Challenge/Emerging Issue	Action & Resolution

Section C: Promising Practices

Report any promising practices adopted in the reporting period related to refugees' attainment of self-sufficiency and integration		
Topic	Promising Practice	Action & Resolution

Section D: Client Success Stories

Please provide one (1) success story of a refugee who received services during the reporting period.

Section E: Emergency Housing Assistance

Please report on any emergency housing assistance that was provided during the reporting period.



EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS

Topic Options for Sections A, B, and C	Topic Definition
Community Resources for Clients	Community resources for clients refers to the accessibility and availability of non-ORR services or programs for clients
Documentation/Records Management	Documentation/Records management refers to the maintenance and organization of case and program level documentation (i.e. case files, database, confidentiality, etc.)
Eligibility	Eligibility refers to the determination or documentation of eligibility of ORR programs and services
Program Development	Program development refers to building capacity and support for refugee assistance programs (i.e. outreach/education, partnerships, etc.)
Services	Services refer to the services and benefits specific to refugee assistance programs (e.g. health, employment, social, intensive case management (W-F), etc.)
Other	"Other" is used to document accomplishments, challenges and promising practices that do not specifically relate to the above-mentioned topics



EXHIBIT C3 – CLIENT RELEASE OF INFORMATION FORM

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-VIII of this form and the purpose for each, requesting the client initial each applicable section.

Client Initials

I. SOCIAL SECURITY NUMBER DISCLOSURE

I hereby agree to provide my social security number(s) to the Florida Department of Children and Families(DCF)/Refugee Service Program, though I understand I am not required to do so under the law. I further authorize the Florida Department of Children and Families/Refugee Services Program to use my social security number(s) for identity, income, employment and eligibility verification, as well as other purposes related to the administration of DCF 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/Refugee Services Program and Church World Service, Inc. to access Federal public benefits and/or Refugee Services-funded services.

III. PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE

I hereby authorize the release of my PHI to the Florida Department of Children and Families/Refugee Services Program 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 the Florida Department of Children and Families/Refugee Services Program for the purpose of determining eligibility for services, employment outcomes and/or economic statistics.

V. EMPLOYMENT OUTCOME DISCLOSURE INFORMATION

I hereby authorize the release of my employment information to the Florida Department of Children and Families/Refugee Services Program, for the purpose of verifying employment and determining the outcome of employment services. This data may include but is not limited to, Employee Information (Name, Date of Birth and Social Security Number), Employer Information, Employment Information (Job Title, most recent Start Date, and Termination Date, if applicable), and Salary/Benefits Information (Rate of Pay, Average Hours per Pay Period, Wages, Access to Health Insurance, etc.).

VI. CONTACT INFORMATION DISCLOSURE FOR CONDUCTING A SURVEY

I hereby authorize the release of my contact information: Full Name, Local Address, Cell/Home Phone Number, and Email address to the vendor approved by the Florida Department of Children and Families/Refugee Services Program for the purpose of conducting a survey to rate my refugee experience and generally assess refugee needs.

VII. CONTACT INFORMATION DISCLOSURE FROM ADULT EDUCATION SERVICE PROVIDERS

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, Adult Education test scores, Documentation of Vocational Program Completion, and ESOL level by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Adult Education provider to the Refugee Services funded Employment service provider so they can contact me to explain the employment and vocational training I might be eligible to receive.

VIII. CONTACT INFORMATION DISCLOSURE FROM EMPLOYMENT SERVICE PROVIDERS

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, and Test scores, if applicable, by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Employment service provider to the Refugee Services funded Adult Education provider so they can contact me to explain the educational services I might be eligible to receive.

CLIENT RIGHTS

- I have the right to revoke this authorization at any time by writing to the Florida Department of Children and Families/Refugee Services Program and Church World Service, Inc.
- 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/Refugee Services Program and Church World Service, Inc. will give me a copy of this form upon my request.
- I understand that this authorization will expire at the conclusion of my Refugee Services eligibility period (5 years from date of entry) 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.

Client Name

Client Signature

Date

Provider Use Only: I have explained this form and its purpose to the client and the client has refused to sign.

Provider Signature

Date



EXHIBIT C4 – RSDS SECURITY ACCESS REQUEST FORM

REFUGEE SERVICES DATA SYSTEM SECURITY ACCESS REQUEST (SAR)

Date: _____

Contract Number: _____

Provider Name: _____

Employee Requesting RSDS Access: _____

Program Name: _____

Employee Position Title: _____

Employee Email Address: _____

Purpose for Access: _____

Attachments:

- 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).
- Date that DCF Security Awareness Training was completed by employee: _____

DCF Security Awareness Training can be reached going to the DCF internet site at: <https://www.myflfamilies.com/general-information/dcf-training>. You will need to follow the link "Security Awareness Training" at the top of the page.

Supervisor's Name

Supervisor's Signature:

Date of Approval:

Data Security Officer's Name:

Data Security Officer's Signature:

Date of Approval:

FOR DEPARTMENT USE ONLY	
_____ Contract Manager's Signature	_____ Date
_____ Data Unit Supervisor's Signature:	_____ Date of Approval:



EXHIBIT C5 – REPORTING REQUIREMENTS

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	CWS Office
Invoice EXHIBIT F4	Bi-Monthly	15th day of each month following the service period.	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Narrative Reporting Requirements, as specified in EXHIBIT C1	Semi-Annually	April 5, 2020 October 5, 2020 April 5, 2021 October 5, 2021 April 5, 2022 October 5, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Actual Expenditure Report EXHIBIT F6	Quarterly	30 days following the end of the quarter	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Limited English Proficiency (LEP) Policy	Within 45 days following the Contract effective date and the LEP Policy Questionnaire annually thereafter	April 15, 2020 April 15, 2021 April 15, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Financial and Compliance Audit and accompanying management letter as specified in Attachment 1	Annually	Within 160 days following Provider's fiscal year end or within 30 days of Provider's receipt of the audit report, whichever occurs first	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Inventory Report EXHIBIT C2	Annually and 45 days prior to completion of Contract	August 15, 2020 August 15, 2021 August 15, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Emergency Preparedness Plan as specified in Section 9.2 of the Standard Contract	Within 20 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	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Civil Rights Compliance Checklist as specified in Section 7.13 of the Standard Contract	Within 20 days of Contract execution and annually thereafter	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Proof of Liability Insurance as specified in Section 4.5. of the Standard Contract	Within 20 days of Contract execution and annually thereafter	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@CWSGlobal.org
Support to the Deaf or Hard of Hearing as specified in Section 9.3.2 of the Standard Contract	Monthly	4 th business day of each month	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Employment Screening Affidavit as specified in Section 4.14.2. of the Standard Contract	Annually	July 15, 2020 July 15, 2021 July 15, 2022	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@CWSGlobal.org
CRS Transition Plan	Within three (3) days of Contract effective date	March 3, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org



CRS Plan	Within 30 days of Contract effective date	March 30, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Uptake Analysis	Annually	December 30, 2020 December 30, 2021	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Quality Management Plan (QMP)	45 days after Contract effective date	April 15, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Local Job Market Analysis	Annually	December 15, 2020 December 15, 2021	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Vocational Training Program Offerings	Annually	March 21, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Refugee-Specific Course Offerings	Quarterly/Term	March 20, 2020 June 20, 2020 August 20, 2020 December 20, 2021 March 20, 2021 June 20, 2021 August 20, 2021 December 20, 2022 March 20, 2022 June 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org



EXHIBIT C6 – EMPLOYABILITY PLAN FORM

Part I. Client Assessment Information:

Program Type: EMPLOYMENT CAREER LADDERING **Date Plan Initiated:** _____

Client Name: _____ **Home/Cell Phone:** (____) _____

Are you currently employed? Yes No **Work Phone (if applicable):** (____) _____

If Yes, please respond to the following questions: **Educational Level (list highest level COMPLETED):**

Date employment began: _____

<input type="checkbox"/> < High School	<input type="checkbox"/> High School Equivalent or GED
<input type="checkbox"/> High School	<input type="checkbox"/> Technical/Vocational
<input type="checkbox"/> Bachelor: _____ (list field of study)	<input type="checkbox"/> Master: _____ (list field of study)
	<input type="checkbox"/> Professional: _____ (list field of study)

Employer Name: _____

Position: _____

Hours per week: _____

Wages: \$ _____ per Hr. Week Biweekly Monthly

Language(s) & Proficiency Levels:

English (Mandatory): _____

Spanish _____

Creole _____

OTHER Language _____

Proficiency Levels:
1= None, 2=Minimal, 3=Intermediate, or 4=Advance

If English proficiency level is less than 3 ESOL must be included as a goal in employability plan unless client has significant reason.

Certifications/Degrees Earned:

<input type="checkbox"/> Medical Field: _____	<input type="checkbox"/> Computer / IT Field: _____
<input type="checkbox"/> Education/Childcare Field: _____	<input type="checkbox"/> Auto Mechanics Field: _____
<input type="checkbox"/> Hospitality Field: _____	<input type="checkbox"/> Construction Field: _____
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Part II. Work History, Experience and Skills:

Previous positions held	Location (Country or County)	Experience and/or Skills	Dates of Employment
<i>Example: Auto Mechanic</i>	<i>Miami-Dade</i>	<i>Inspected and changed brakes (changed discs & pads), balanced tires, fixed flats, changed oil, oil/air filters, competed invoice, scheduled appointments</i>	<i>2016 - 2017</i>



EXHIBIT C6 – EMPLOYABILITY PLAN FORM (cont.)

Client Name: _____

Date Plan Initiated: _____

Part III. Potential Barriers and/or Strengths to Employment (select all that apply):

<input type="checkbox"/> Lack of English	<input type="checkbox"/> Disabled	<input type="checkbox"/> Child Care
<input type="checkbox"/> Lack of Literacy	<input type="checkbox"/> Health/Medical Issues	<input type="checkbox"/> Transportation
<input type="checkbox"/> Unskilled	<input type="checkbox"/> Pending Employment Authorization	<input type="checkbox"/> Family Support
<input type="checkbox"/> Fluent in English (list proficiency): _____	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Comments on Barriers/Strengths:

Part IV. Current Adult Education or Vocational Training Information:

<p>Is client currently enrolled in Adult Education or Vocational Training:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (If NO, skip section)</p> <p>Name of school attending: _____</p> <p>Location of School: _____</p> <p>Current Schedule (Days & Times): _____</p>	<p>Type of Program enrolled in (list level or specific program):</p> <p><input type="checkbox"/> ESOL Level _____</p> <p><input type="checkbox"/> Vocational Training _____</p> <p><input type="checkbox"/> Short-term Training _____</p> <p><input type="checkbox"/> OTHER _____</p> <p>Estimated Training completion date: _____</p>
--	---

Part V. Services Needed/Referrals Provided:

<input type="checkbox"/> Pre-employment	<input type="checkbox"/> Job Counseling	<input type="checkbox"/> Skills Training
<input type="checkbox"/> Career Laddering	<input type="checkbox"/> Vocational / Tech. Training	<input type="checkbox"/> On the Job Training
<input type="checkbox"/> Short-term training	<input type="checkbox"/> Re-credentialing/Certification	<input type="checkbox"/> Child Care
<input type="checkbox"/> Transportation	<input type="checkbox"/> ESOL	<input type="checkbox"/> Literacy Classes
<input type="checkbox"/> Immigration related: _____	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Comments on Service Needs and/or Referrals:



EXHIBIT C6 – EMPLOYABILITY PLAN FORM (cont.)

Client Name: _____ Date Plan Initiated: _____ Re-Enrollment Date: _____

The **Career Plan** should focus on moving the client from a low wage job to a career path that will help them achieve their long-term Career Goals. It should build on their acquired skills and outline a path that addresses their individualized needs including ESOL or Vocational training, credentialing needs and/or supportive services.

Part VI. Career Plan Goals and Action steps

Goal #1:		Duration of Goal	Goal Target Date	Date Goal Achieved
		_____ weeks/ months		
	Long term Action Steps towards achieving Career Goal	Individual Responsible	Target Date for Each Action Step	Revised Date (if applicable)
1.				Date Activity Completed
2.				
3.				
4.				

Goal #2:		Duration of Goal	Goal Target Date	Date Goal Achieved
		_____ weeks/ months		
	Long term Action Steps towards achieving Career Goal	Individual Responsible	Target Date for Each Action Step	Revised Date (if applicable)
1.				Date Activity Completed
2.				
3.				
4.				

Client Signature	Employment Specialist Signature
------------------	---------------------------------

Duplicate this page as needed for additional Goals.



EXHIBIT C6 – EMPLOYABILITY PLAN FORM (cont.)

Client Name: _____ **Date Plan Initiated:** _____ **Re-Enrollment Date:** _____

The **Career Plan** should focus on moving the client from a low wage job to a career path that will help them achieve their long-term Career Goals. It should build on their acquired skills and outline a path that addresses their individualized needs including ESOL or Vocational training, credentialing needs and/or supportive services.

Part VII. Individualized Employability Goals and Action Steps

Goal #1:		Duration of Goal	Goal Target Date	Date Goal Achieved
		_____ weeks/ months		
	Action Steps towards achieving Employment Goal	Individual Responsible	Target Date for Each Action Step	Revised Date (if applicable)
1.				Date Activity Completed
2.				
3.				
4.				

Goal #2:		Duration of Goal	Goal Target Date	Date Goal Achieved
		_____ weeks/ months		
	Action Steps towards achieving Employment Goal	Individual Responsible	Target Date for Each Action Step	Revised Date (if applicable)
1.				Date Activity Completed
2.				
3.				
4.				

Client Signature	Employment Specialist Signature
-------------------------	--

Duplicate this page as needed for additional Goals.



EXHIBIT C6 – EMPLOYABILITY PLAN FORM (cont.)

Client Name: _____ Date Plan Initiated: _____ Re-Enrollment Date: _____

Part VIII. Clients Rights and Responsibilities

- Participate in and receive assistance in the development of the Employability Plan;
- Obtain guidance from Employability Specialist in satisfying action steps towards completion of goals;
- Follow up regularly with the Employability Specialist and review progress of this individualized Employability Plan
- Provide required documentation to Employability Specialist;
- Notify Employment Specialist of any self-placement;
- Obtain support services and/or follow through with referrals to overcome barriers to employment
- Request reviews and/or a modification of Employability Plan based on individual needs; and
- Receive a copy, at a minimum, of Part VI of this Employability Plan outlining goals and action steps and/or any addendums/update to the plan, Part VIII, Clients Rights and Responsibilities and Part IX.

Part IX. Person(s) Participating in the Development of the Employability Plan

Date Employability Plan was Developed: _____

Date Employability Plan was Updated/Revised: _____

(Date & Initial above by Employment Specialist and if available, Client)

Client Name (print) _____

Employment Specialist (print name) _____

Clients Signature & Date _____

Employment Specialist Signature & Date _____

Refugee Services Employment Provider Agency _____

Employment Specialist Telephone # _____

This Employability Plan was entered into by the above participant and employment provider. This plan is designed to lead to the earliest possible employment and contains a definite employment goal, attainable in the shortest time period consistent with the employability of the refugee in relation to job openings in the area, meeting the requirements of 45 CFR Section 400.79.



EXHIBIT C7 – EMPLOYMENT AND CAREER LADDERING PLACEMENT FORM

Type: Employment _____ Career Laddering _____ End Date of Previous Employment: _____

Placement Type/#: 1, 2, 3 Self-Placed and/or Part-time Reason (Circle One): Quit, Fired, Laid-off, Promoted

Is this a 90-day follow up? YES _____ NO _____ Date 90-day follow up completed: _____

CUSTOMER NAME: _____ ALIEN # _____

BEGINNING DATE OF EMPLOYMENT: _____ LAST 4 DIGITS SSN: _____
(Or Career Laddering – Effective Date of Job Upgrade)

EMPLOYER: _____ STAFFING AGENCY: YES ___ NO ___

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

POSITION: _____ STARTING SALARY: _____

HOURS PER WEEK: FULL-TIME (35+) _____ PART-TIME (20-34) _____

IS THIS A SEASONAL/TEMPORARY POSITION?
YES _____ NO _____ If the answer is YES: Is the Assignment 6 Months or Longer? YES _____ NO _____

IS CLIENT ACTIVELY WORKING AS OF TODAY'S DATE?
YES _____ NO _____ If NO Date of Termination: _____

ARE HEALTH BENEFITS AVAILABLE? Within 3 Months: _____ 6 Months: _____ NONE: _____

SERVICE PROVIDER **Service Provider Representative** **Date**

Sections Below not applicable/required for Self-Placements:

_____ Name & Title of Employer Representative (Print)	_____ Employer Email Address
_____ Employer Representative Signature (Or copy of most recent check stub is acceptable with Client Signature)	_____ Date
_____ Client Signature (optional when employer verifies)	_____ Date

Verification for (circle one): Placement #1, #2, #3, Self-Placed, Part-time or 90-day Follow-up **Verification Method Code:** _____
 F= Fax, E=In person with Employer, C= Client Contact with pay stub, SE=Scanned Email from Employer or O=Other– Specify: _____

NOTE: Only one (1) placement type can be claimed for any client within a 30 Day Period. / **Validation with Employer below N/A for Self-Placements.**

Validated by: _____			
_____ Provider QA Staff Name/Signature	_____ Date	_____ Supervisor Signature	_____ Date
Verified with: _____		Method of Verification: _____	
_____ Name & Title of Employer Representative		_____ Telephone No or Email Address	



EXHIBIT C8 – TERMINATION OF EMPLOYMENT CLIENT SERVICES FORM

Date File Closed: _____

Client Name: _____

Reasons for Termination of Client Services:

- 1) Client completed all objectives identified in his/her employability plan and no longer in need of services; Employment clients must have at least one placement or self-placement recorded to be considered service complete;
- 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 thirty days;
- 6) Unsuccessful Closure; client participated but objectives not achieved; or
- 7) Death of the client.

Please provide a closure summary that describes outcome of services, including details of employment status at case closure that support reasons for termination above:

Employment Services Case Manager (Print Name): _____

Employment Services Case Manager (Signature): _____ *Date:* _____



EXHIBIT D – DELIVERABLES

D-1. Service Units.

D-1.1. The Provider shall provide the following service units for the period of March 1, 2020 through September 30, 2020.

D-1.1.1. The Provider shall deliver at least 4 verified CL job placements.

D-1.1.2. The Provider shall deliver at least 576 ELI enrollment during the school year.

D-1.2. Deliverables and minimums for future years will be added via formal contract amendment.



EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 MINIMUM PERFORMANCE MEASURES.

E-1.1 The following performance measures will be reviewed and calculated as indicated for the period March 1, 2020 to September 30, 2020. Failure to meet performance standards may result in corrective action or contract termination as provided in Section 6.2 of the Standard Integrated Contract. Clients who were carried over from prior expired or terminated contracts will be included in the below performance measures.

Quarterly Cumulative Performance Measures (Annual Measures):

- E-1.1.1** **Seventy-five percent (75%)** or more of placed clients shall be employed at the 90-day follow-up.
- E-1.1.2** **Forty-five percent (45%)** of clients with a full-time job placement shall have access to health insurance.
- E-1.1.3** **Forty percent (40%)** of clients participating in CET services shall be employed, in an associated field, within 90 days of completion of the training program.
- E-1.1.4** **Seventy percent (70%)** of CL clients shall receive an increase in salary after initial job placement following completion of training.

Term Performance Measures:

- E-1.1.5** **At least fifty-five percent (55 %)** of ELI courses in which clients are enrolled (and not withdrawn) within a reporting period will result in a completion.
- E-1.1.6** **At least forty-five percent (45%)** of ELI courses completed by clients within a reporting period shall result in a successful completion or a LCP as validated by standardized assessment instruments.
- E-1.1.7** **At least thirty-five percent (35%)** of clients who have earned a successful completion or LCP from a prior term will enroll in the next level of ELI course in the following term.

E-1.2 Description of Performance Measurement Terms.

- E-1.2.1** **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.
- E-1.2.2** **Awaiting job placement.** A client receiving employment services with no recorded job placement from intake up to report starting period.
- E-1.2.3** **Employment Intake.** A client for whom an intake for employment services was conducted within 12 months of the reporting period and the client was included in the carryovers from February 29, 2020 during the prior contract period.
- E-1.2.4** **Follow-up.** The activity of contacting clients or their employer(s) to determine whether clients are employed at any unsubsidized job.
- E-1.2.5** **Job Placement.** The acceptance of unsubsidized full-time employment as a result of a referral from the Provider, or self-placement employment that is not the result of a referral from the Provider.
- E-1.2.6** **Clients with first placements.** A client having the first placement recorded during report period, including self-placements.
- E-1.2.7** **Completion** means that clients are able, according to DOE standards, to take the related standardized test (such as CASAS test) and the results (including course end date and reason) have been entered in RSDS.
- E-1.2.8** **Completion Points:** Point(s) attained representing OCP or LCP or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks.
- E-1.2.9** **Enrollment** means clients have an end date (have not withdrawn) and have an outcome for each course.
- E-1.2.10** **ELI courses;** as defined in **Exhibit A1**, includes ESOL, ESOLAS, English Literacy for Career and Technical Education.



- E-1.2.11 Withdrawn** includes death of the client, the client has withdrawn from the course within one month of course start date, relocated, or obtained employment and is no longer able to attend the course.
- E-1.2.12 RS Population Report.** A quarterly report developed by the RS Program to summarize the new population based on arrival data from local resettlement agencies, Florida Department of Health, DCF-ESS, and the Worldwide Refugee Admission Processing System.
- E-1.2.13 Successful Completion.** Clients who complete a course and attain competencies as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks earning a Pass designation.
- E-1.2.14 Stable Housing.** Clients indicate on the RS follow-up assessment that their housing situation is stable.

E-2 Performance Evaluation Methodology for the period March 1, 2020 to September 30, 2020.

E-2.1 The calculation of performance measure **E-1.1.1** shall be determined using the following:

# of placed clients employed at 90-day follow-up	≥	75%
# of 90-day follow-ups due to be completed		

E-2.2 The calculation of performance measure **E-1.1.2** shall be determined using the following:

# of clients placed in at least one (1) full-time job with access to health insurance	≥	45%
# of clients placed in at least one (1) full-time job		

E-2.3 The calculation of performance measure **E-1.1.3** shall be determined using the following:

# of CET clients employed within 90 days of completing a training program	≥	40%
# of CET clients who completed a training program		

E-2.4 The calculation of performance measure **E-1.1.4** shall be determined using the following:

# of CL participants who received an increase in salary after initial job placement following completion of training	≥	70%
# of CL participants who received an initial job placement following completion of training		

E-2.5 The calculation of performance measure **E-1.1.5** shall be determined using the following:

# of ELI courses completed by clients (and not withdrawn) within the reporting period that resulted in a completion	≥	55%
# of ELI courses completed by clients (and not withdrawn) during the reporting period		

E-2.6 The calculation of performance measure **E-1.1.6** shall be determined using the following:

# of ELI courses completed by clients within the reporting period that resulted in a successful completion or LCP	≥	45%
# of ELI courses completed by clients during the reporting period		

E-2.7 The calculation of performance measure **E-1.1.7** shall be determined using the following:

# of clients who earned a LCP from a prior term and enroll in the next level of ELI course in the following term	≥	35%
# of clients who earned a LCP from a prior term		

E-3 Performance Measures for future years will be added via formal contract amendment.



EXHIBIT F – METHOD OF PAYMENT

F-1 This is a Fixed Rate/Cost Reimbursement Contract.

F-2 Total Contract Amount. CWS will reimburse the Provider for the delivery of services rendered in accordance with the terms of the Contract and CWS will reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract, up to a Total Contract Amount as outlined in the table below. As funding is based on the availability of funds, the Contract amount may be increased or decreased at any time.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
March 1, 2020 – September 30, 2020	\$270,077.00
October 1, 2020 – September 30, 2021	\$243,069.00
October 1, 2021 – September 30, 2022	\$145,841.00
Total Contract Amount	\$658,987.00

F-3 Service Units.

F-3.1 Fixed Rate (Unit Costs). CWS agrees to pay the Provider for the delivery of all service units verified during the reporting period, at the unit rate outlined in **EXHIBIT F3** and up to a total amount as outlined in the table below. Adjustments to **EXHIBIT F3** may be made without a formal contract amendment, reflecting CWS and Provider's agreement of the price that should be applied. Although based on unit price, this Contract is funded by a federal grant and contract payments must ultimately be based on actual unit costs.

Total Fixed Rate Amount (by budget period)	
Budget Period	Fixed Rate Budget Amount
March 1, 2020 – September 30, 2020	\$257,077.00
October 1, 2020 – September 30, 2021	\$231,369.00
October 1, 2021 – September 30, 2022	\$138,821.00
Total Contract Amount	\$627,267.00

F-3.2 Service Unit Rates. Service unit rates are estimated costs of performance and may be periodically adjusted as appropriate to reflect the cost of performance actually incurred, based on the review by CWS and Provider of the actual expenditure reports submitted by the Provider, provided that the actual expenditure reports reflect a deficit or surplus in operational costs. The service unit rates outlined in **EXHIBIT F3** may be revised without a formal contract amendment, reflecting the CWS and Provider's agreement of the price that should be applied. Payments made to the Provider in excess of the actual costs of providing contracted services will be refunded to CWS in accordance with Section 3.5 of the Standard Contract.

F-3.3 Conditions of Fixed Rate Payment. Service unit costs for the period March 1, 2020 to September 30, 2020. Service units achieved for the purpose of payment during any month shall be based on dates recorded in RSDS by the date specified for data submission as required in Section C-2.5.3.1. of the Contract.

F-3.3.1 Conditions of Fixed Rate Payment for Employment are below:

F-3.3.1.1 Service units achieved for the purposes of payment during any month shall include only verified full-time placements made with both placement and verified dates recorded in RSDS by the date specified for data submission as required in Section C-2.5.3.1 of the Contract based on the Service Unit Fee Table in **EXHIBIT F3**. Only one verified placement can be claimed for any client in any 30-day period.



- F-3.3.1.2** The Provider may receive payment for no more than two (2) employment placements per client within a budget year, up to a maximum of five (5) employment placements within the client's 60-month eligibility period. Payment for CL placements are not included in this limit.
- F-3.3.1.3** The Provider shall not be reimbursed for self-placements or part-time placements. However, data for self-placements or part-time placements must be entered into RSDS as this impacts performance outcomes.
- F-3.3.1.4** CL service unit(s) are payable under the following conditions:
- F-3.3.1.4.1** CL assessments must identify client skills set as identified in the individualized CL employability plan; and
 - F-3.3.1.4.2** CL job placement occurs after the completion of training in the field of study which was included in the CL employability plan; and
 - F-3.3.1.4.3** CL service units may be paid on a monthly invoice based on the CL Assessment, CL Plan and Service Unit Rate Table in **EXHIBIT F3**.

F-3.3.2 Conditions of Fixed Rate Payment for Adult Education Services are below:

- F-3.3.2.1** The Provider shall not be reimbursed for more than three (3) enrollments in a particular level or course by client.

F-3.4 Cost Reimbursement. CWS will reimburse the Provider for allowable expenditures incurred pursuant to the terms of the Contract, up to a total amount as outlined in the table below.

Total Cost Reimbursement Amount	
Category	Cost Reimbursement Budget Amount
March 1, 2020 – September 30, 2020	\$13,000.00
October 1, 2020 – September 30, 2021	\$11,700.00
October 1, 2021 – September 30, 2022	\$7,020.00
Total Cost Reimbursement Amount	\$31,720.00

F-3.4.1 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 F4**) and page-numbered supporting documentation to the CCC.

F-4 Supporting Documentation Requirements.

F-4.1 Fixed Rate. RS will produce the official fixed rate invoice reports and supporting documentation. The Provider shall request payment for each period through the submission of a properly completed invoice (**EXHIBIT F4 – INVOICE**) based on the official fixed rate invoice report produced by RS, which includes a client list and a number of service units rendered list. Although the Provider is not required to submit the invoice with supporting documentation of actual payment of expenses, CWS reserves the right to request verification of expenses at any time. Consequently, the Provider shall ensure expenses are verifiable by maintaining receipts and copies of cancelled checks to support all program expenses.

F-4.2 Cost Reimbursement.

F-4.2.1 Supportive Services. Receipts documenting actual payment of supportive service expenses are required to be maintained by the Provider for all expenses incurred (e.g., bus passes and bus pass distribution, testing, tuition, books, tools, uniforms, recertification, subsidized child care costs, etc.). Sufficient documentation and proof of payment are required for all expenses of this nature. These documents shall be made available upon request for purposes of audit, invoice review and/or inspection by authorized representatives of CWS, the Department, Auditor General, or DFS.



- F-4.2.2 CET Services.** The Provider shall maintain records of all agreements between the Provider and the vocational training vendor, STT vendor, and/or the employer participating in OJT. Supporting documentation for Vocational and STT shall include the names (or unique identifiers) of clients receiving training dates of training, payments/receipts sufficient for an audit trail documenting service provision. Purchases made from outside vendors shall be supported by paid invoices and/or receipts and copies of canceled checks if available. Supporting documentation for OJT shall include the names (or unique identifiers) of clients receiving OJT, 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.
- F-4.2.3 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.
- F-4.2.4 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.
- F-4.2.5 DFS.** DFS reserves the right to require further documentation on an as needed basis.
- F-4.2.6** CWS reserves the right to request additional information from the Provider regarding invoice supporting documentation.

F-5 Invoice Schedule.

- F-5.1 Fixed Rate/Cost Reimbursement.** The Provider shall submit a properly completed invoice for service units and expenses no later than the 15th of each month following the month of service provision. For fixed rate invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the CCC within 75 calendar days of the month of service provision. For cost reimbursement invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the CCC within 75 calendar days of payment of actual costs by the provider or services being rendered, whichever date is later. If the Provider encounters events beyond their control or other extenuating circumstances in meeting invoice deadlines, the Provider shall submit a written request for an extension to the CCC detailing the circumstances. CWS has sole discretion on whether to grant such a request. The final invoice is due 30 days after the Contract ends or is terminated. Charges on the invoice must be accompanied by supporting documentation.
- F-6 Invoice Approval Process.** The CWS' CCC 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 **EXHIBIT C5**. Once approved, CWS will pay the invoice in accordance with Section 215.422, F.S.
- F-7 Budget Revisions.** Budget revisions may be authorized under the terms of this Contract. The Provider must obtain written approval from the CWS' CCC 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:
- F-7.1** The change does not decrease or increase the original dollar amount of the Contract budget;
- F-7.2** There is another line item in the budget from which funds can be shifted without affecting the scope of the work;
- F-7.3** The change does not involve establishing a new line item; and
- F-7.4** If financial consequences are applied to an invoice, a budget revision (**EXHIBIT F5**) will be required to account for the penalties assessed. Budget revisions which do not meet the above conditions will require a properly executed Contract amendment signed by the Provider and CWS. Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.



F-8 Cumulative Actual Expenditure Report. The Provider shall submit a cumulative actual expenditure report (as specified in **EXHIBIT F6**) to the CWS' CCC (30) days following the end of each quarter. The cumulative actual expenditure report shall reflect for each service component:

F-8.1 Line item actual expenditures incurred during the quarter;

F-8.2 Sufficient line item detail by line item (e.g. include actual expenditures under the Personnel line item); and

F-8.3 Line item expenditure projections for the remaining quarter(s).

CWS 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.

Although payment is based on unit rates, this Contract is funded by a Federal grant and Contract payments must ultimately be based on actual costs. If the cumulative actual expenditure report indicates that payments were made to the Provider in excess of the actual costs of providing Contracted services, the Provider may be directed to return funds to CWS.

F-9 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 CWS in accordance with Section 3.5., Overpayments and Offsets, in the Standard Contract. During the final year of the Contract, CWS reserves the right to request quarterly or monthly expenditure reports to monitor the relationship of fixed-rate payments to actual costs. If, in the CWS' 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, CWS may require refunds of such excess as frequently as quarterly.

**EXHIBIT F1 – ADDITIONAL FINANCIAL CONSEQUENCES**

The following financial consequences apply in addition to the Financial Consequences provided in Section 6.1 of this Contract

F1-1. Financial Consequences. For the period March 1, 2020 – September 30, 2020, the Provider shall be assessed financial consequences in accordance with Section 6.1 of the Standard Contract, if the Provider fails to meet the minimum monthly level of service identified in **EXHIBIT D**. CWS will apply financial consequences by deducting the cost per unit for each unmet unit as outlined in the table below.

Service Type	Deliverables	Financial Consequences for unmet units
Employment	Employment Verified Placement	\$125.00 per unmet unit

F1-2. Financial Consequences for future years will be added via Contract amendment.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #		CONTRACT AMOUNT:	\$253,975.00
CONTRACT PERIOD:	03/01/2020 - 9/30/22	CONTRACT MANAGER:	Lilliam Sorzano
BUDGET PERIOD:	2/01/20 - 9/30/20	# of Months in Budget Period	8
Personnel			
		% of budget	Estimated Total
A. Personnel		43.88%	\$ 111,433.33
B. Fringe Benefits		14.34%	\$ 36,419.39
C. Other Personnel Services (OPS)		0.00%	\$ -
D. Background Checks		0.00%	\$ -
Personnel Costs Total			\$ 147,853
Travel			
			Estimated Total
E. Staff Travel/Training		0.20%	\$ 507.26
F. Client Transportation		0.00%	\$ -
Travel Costs Total			\$ 507
Expense			
			Estimated Total
G. Office Expenses			
1. Utilities		0.00%	\$ -
2. Telephone		0.00%	\$ -
3. Postage/Shipping		0.01%	\$ 30.00
4. Copies/Printing		0.15%	\$ 373.20
5. Office Supplies		0.13%	\$ 331.32
6. Janitorial Supplies		0.00%	\$ -
7. Building Maintenance & Repair		0.00%	\$ -
8. Equipment Repair		0.33%	\$ 850.00
9. Office Equipment		0.00%	\$ -
10. Security Services		0.00%	\$ -
H. Rental Use of Space		0.00%	\$ -
I. Rental Equipment		0.00%	\$ -
J. Insurance		0.00%	\$ -
K. Advertising/Outreach		0.00%	\$ -
L. Membership Fee/Subscriptions		0.00%	\$ -
M. Client Educational/Training Tools		36.16%	\$ 91,840.00
N. Fixed Price Services		0.00%	\$ -
O. Information Resource Technology		0.04%	\$ 96.00
P. Subcontracted Services		0.00%	\$ -
Q. Subcontracted Client Services		0.00%	\$ -
R. Financial Audit		0.00%	\$ -
Expense Cost Total			\$ 93,521
Direct Costs			
			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)		0.00%	\$ -
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%		4.76%	\$ 12,094.00
Direct Cost Total			\$ 12,094
		100.00%	
Total Contract Budget			\$ 253,974.78
Total Contract Budget Rounded to the Nearest Whole Dollar			\$ 253,975.00



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

Position Title	Salaries			Social Security		Medicare		Health Ins		Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB
Director	71,500.00	90%	8	42,900.00	2,659.80	2,659.80	622.05	622.05	6,232.00	248.00	372.00	64.35	84.35
ELI Coordinator / Data Analyst	46,000.00	100%	8	30,666.67	1,901.33	1,901.33	444.67	444.67	6,232.00	248.00	248.00	46.00	46.00
Student Success Specialist	40,000.00	95%	8	25,200.00	1,562.40	1,562.40	365.40	365.40	6,232.00	248.00	248.00	37.80	37.80
Administrative Specialist (Part-Time)	19,000.00	100%	8	12,666.67	785.33	785.33	183.67	183.67	-	-	-	19.00	19.00
TOTALS	176,500.00	100%	8	111,433.33	6,908.87	6,908.87	1,615.78	1,615.78	18,698.00	18,696.00	744.00	167.15	167.15

Salaries show Broward College cost of living increase of up to 3% to all employees during the contract year.

Position Title	Salaries			Disability Ins		Workers Comp		Retirement/Pension		Totals		
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Salary & Benefits Charged to Project	
Director	71,500.00	90%	8	42,900.00	85.80	85.80	-	-	3,114.54	3,114.54	13,026.54	55,926.54
ELI Coordinator / Data Analyst	46,000.00	100%	8	30,666.67	61.33	61.33	-	-	2,226.40	2,226.40	11,169.73	41,836.40
Student Success Specialist	40,000.00	95%	8	25,200.00	50.40	50.40	-	-	1,829.52	1,829.52	10,328.52	35,528.52
Administrative Specialist (Part-Time)	19,000.00	100%	8	12,666.67	-	-	-	-	919.60	919.60	1,907.60	14,574.27
TOTALS	176,500.00	100%	8	111,433.33	197.53	197.53	-	-	8,090.06	8,090.06	36,419.39	147,852.73

*Rounded to the nearest dollars
Legend: CTRB - Contribution



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

PERSONNEL NARRATIVE

Director
 The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Preparing and submitting Quality management Plan, Uptake Analysis, Narrative, deliverables and performance, invoice and other required reports. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Hiring and training of administrative and instructional staff. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Managing and supervising ESOL instructors and courses. Establishing and maintaining partnerships with community-based organizations, vocational technical schools in Broward County, employers and other refugee services providers. Creating and coordinating outreach and community engagement opportunities. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files.

ELI Coordinator / Data Analyst
 ELI Coordinator will be responsible for the coordination of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Serves as the CASAS Administrator, scores, records and communicates all clients' assessment tests results, and coordinates trainings for instructors. Serves as BurlingtonEnglish program administrator: register students, add classes, add instructors, and generate students' progress report; creating course reference numbers and maintaining course and instructor information in the Broward College CID system. Serves as a resource instructor to classroom instructors to enhance their success in meeting students' needs. Monitors and reports instructional hours and student attendance. Responsible for creating and maintaining the Quick reference database, entering required data into the RSDS and CID systems. Responsible for all aspects of data recording and reporting including, but not limited to: creating and maintaining the MS Access - Quick reference database, entering required data into the RSDS, Oracle and CID systems; maintaining the integrity and security of all internal databases including, but not limited to ACCESS database; creating/formatting/updating departmental forms to ensure compliance with state reporting requirements, responsible for the creation/completion/update of student roster for each class, each term in the database and assisting in the registering of students for ELI courses at the beginning of each term (as needed); prepares monthly deliverable and performance reports.

Student Success Specialist
 Responsible for client management from initial registration through the program including, but not limited to: coordinating and managing the internal flow of assigned clients progressing through the program, following up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files, performing CID registration for assigned clients each term (biographical and course registration); closing of digital client files based on completion or non-activity; gathering, monitoring, and managing electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others, staying current with new policies and trends regarding USCIS as they pertain to the program and clients; serving as customer service representative for Project RENEW, and participating in outreach activities. Report data and assist the Budget/Data Analyst. Refers clients who complete the 3rd ESOL and higher course levels to employment and vocational services.

Part-Time Administrative Specialist
 Assists with all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties such as payroll and purchase orders.

FRINGE BENEFITS	
TYPE	DESCRIPTION
Social Security	6.2% Social Security X \$111,433.33 staff salaries= \$6,909.00 (rounded to nearest\$).
Medicare	1.45% Medicare X \$111,433.33 of staff salaries= \$1,615.00 (Rounded to nearest\$)
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 8 months per full time employee.
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$372.00 per year or \$31.00 per month per full time employee. Dental Insurance is calculated at \$31.00 X 8 months per full time employee.
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .15% of staff salary.
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .20% of full-time staff (FTEs) salaries.
Workers Comp	Workers comp is provided by the college to all employees.
Unemployment Ins	
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 7.26 % of Staff (FTE) salaries. Total salaries times 7.26% or \$111,433.33 X 7.26% = \$8,090 (Rounded to nearest\$).

Additional Information: The Program Director will be dedicating and charging 90% of the work time to Project RENEW.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

C. OTHER PERSONNEL SERVICES (OPS)

D. BACKGROUND CHECKS

E. STAFF TRAVEL & TRAINING ITEM

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	114.4	8	407.26
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage \$				407

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	1	1	1	-
Conferences/Meetings - Professional and Academic	\$ 100.00	1	1	1	100.00
Airfare	\$ -	1	1	1	-
Registration Fees	\$ -	1	1	1	-
Per Diem	\$ -	1	1	1	-
Hotel/Lodging	\$ -	1	1	1	-
Car Rental	\$ -	0	0	0	-
Incidental Expenses	\$ -	0	0	0	-

Subtotal Conference/Meeting Travel and Training \$ 100

***Rounded to the nearest dollar** **Staff Travel & Training Total \$ 507**

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 114.0 miles per month X 0.445 X 8= \$407.26 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional Professional development training in conferences, not offered by Broward College, will be made available to all staff including conference registration fee, airfare, lodging, per diem and transportation expenses.

F. CLIENT TRANSPORTATION

Expense Category

G. OFFICE EXPENSES

1. Utilities

2. Telephone

3. Postage/Shipping

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 15.00	1	2	100%	30.00
		1	1	100%	-

Postage/Shipping Estimated Total \$ 30

Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.

4. Copies/Printing

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Business Cards	\$ -	1	1	100%	-
Copying charges	\$ 0.10	467	8	100%	373.20

Copies/Printing Estimated Total \$ 373

Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$373.00.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

5. Office Supplies

Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 41.42	1	8	100%	331.32

*** Rounded to the nearest dollar** **Office Supplies Total \$ 331**
 Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$331.

6. Janitorial Supplies

7. Building/Maintenance

8. Equipment Repair

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 850.00	1	1	100%	850.00

\$ 3.00 \$ 850
NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.

9. Office Equipment

10. Security Services

TOTAL ESTIMATED OFFICE EXPENSES COST \$	1,585
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Expense Category (continued)

- H. RENTAL OF USE OF SPACE**
- I. RENTAL EQUIPMENT**
- J. INSURANCE**
- K. ADVERTISING/OUTREACH**
- L. MEMBERSHIP FEES & SUBSCRIPTIONS**
- M. CLIENT EDUCATIONAL AND TRAINING TOOLS**

Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors' Wages	\$ 25.00	422	8	100%	\$ 84,400.00
ELI - Educational Material	\$ 10.00	93	8	100%	\$ 7,440.00
		0	0	100%	\$ -
	\$ -	0	0	100%	\$ -

***Rounded to the nearest dollar** **Client Education and Training Tools Estimated Total \$ 91,840**
 Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC Ids. The proposed budget will cover the following items: ELI instructors wages at an estimated rate of \$25.00 X 422 class hours X 8 months totaling an estimated cost of \$84,400.00 and may include instruction in any of the following types of ELI: ESOL, ELCATE, ESOLAS, WRS, Citizenship and GED. Educational materials total estimated cost = \$7,440.00. Client Educational expenditures may include vouchers and internal scholarships for clients' registration in approved courses.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

O. INFORMATION RESOURCE TECHNOLOGY

IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 12.00	1	8	100%	\$ 96.00
Computer/laptop maintenance		0	0	0%	\$ -
IRT Estimated Total					\$ 96

Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, DCF Oracle System access, and SAVE System access.

INDIRECT COSTS

Total Personnel, Travel, and Expenses	\$ 241,880.51	
Indirect Cost Rate	5%	
Indirect Costs Total (less OCO)		\$ 12,094

Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2019-20.

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)

TOTAL BUDGET AMOUNT	\$ 253,975
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EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Vocational & Career Laddering
CONTRACT #		CONTRACT AMOUNT:	\$16,102.00
CONTRACT PERIOD:	03/01/2020 - 9/30/22	CONTRACT MANAGER:	Lilliam Sorzano
BUDGET PERIOD:	2/01/20 - 9/30/20	# of Months in Budget Period	8
Personnel			
		% of budget	Estimated Total
A. Personnel		8.28%	\$ 1,333.33
B. Fringe Benefits		1.26%	\$ 203.47
C. Other Personnel Services (OPS)		0.00%	\$ -
D. Background Checks		0.00%	\$ -
Personnel Costs Total			\$ 1,537
Travel			
			Estimated Total
E. Staff Travel/Training		1.99%	\$ 320.40
F. Client Transportation		0.00%	\$ -
Travel Costs Total			\$ 320
Expense			
			Estimated Total
G. Office Expenses			
1. Utilities		0.00%	\$ -
2. Telephone		0.00%	\$ -
3. Postage/Shipping		0.49%	\$ 79.20
4. Copies/Printing		0.67%	\$ 107.20
5. Office Supplies		0.60%	\$ 96.00
6. Janitorial Supplies		0.00%	\$ -
7. Building Maintenance & Repair		0.00%	\$ -
8. Equipment Repair		0.00%	\$ -
9. Office Equipment		0.00%	\$ -
10. Security Services		0.00%	\$ -
H. Rental Use of Space		0.00%	\$ -
I. Rental Equipment		0.00%	\$ -
J. Insurance		0.00%	\$ -
K. Advertising/Outreach		0.00%	\$ -
L. Membership Fee/Subscriptions		0.00%	\$ -
M. Client Educational/Training Tools		81.95%	\$ 13,195.00
N. Fixed Price Services		0.00%	\$ -
O. Information Resource Technology		0.00%	\$ -
P. Subcontracted Services		0.00%	\$ -
Q. Subcontracted Client Services		0.00%	\$ -
R. Financial Audit		0.00%	\$ -
Expense Cost Total			13,477
Direct Costs			
			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)		0.00%	\$ -
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%		4.76%	\$ 767.00
Direct Cost Total			\$ 767
			100.00%
Total Contract Budget			\$ 16,101.80
Total Contract Budget Rounded to the Nearest Whole Dollar			\$ 16,102.00



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

Position Title	Salaries			Social Security		Medicare		Health Ins		Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB
Student Success /PSAV Specialist	40,000.00	5%	8	1,333.33	82.67	82.67	19.33	19.33	9348.00	372.00		2.00	2.00
		100%	8	-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-
Totals	40,000.00			1,333.33	82.67	82.67	19.33	19.33				2.00	2.00

Salaries show Broward College cost of living increase of up to 3% to all employees during the contract year.

Position Title	Salaries			Disability Ins		Workers Comp		Retirement/Pension		Totals	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project
Student Success /PSAV Specialist	40,000.00	5%	8	1,333.33	2.67	2.67	96.80	96.80		203.47	1,536.80
		100%	8	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-
Totals	40,000.00			1,333.33	2.67	2.67	96.80	96.80		203.47	1,536.80

*Rounded to the nearest dollars

Legend: CTRB - Contribution

PERSONNEL NARRATIVE

Complete the Client Assessment information and assess clients' PSAV readiness skills and employability skills. Monitor progress of students pursuing vocational/short term workforce educational training and certificate programs will work with participants and employer partners to provide students with cutting-edge training and earned industry certifications required for employment. Assists clients with work-search activities such as resumé writing or an interviewing workshop. Meet with the student to determine and confirm the student is both placement search ready and job ready prior to any referral, pre-employment requirements for the job opening, including relevant background checks, skills testing, and, references. Assists with all aspects of client management including initial registration, assessing clients' educational level skills for accurate course placement, recording test scores and maintaining clients' files updated with required documentation, and closing inactive client files. Process invoices related to clients' vocational education expenses.

PSAV Specialist

TYPE	DESCRIPTION
Social Security	6.2% Social Security X \$1333.33 staff salaries= \$82.67
Medicare	1.45% Medicare X \$1333.33 of staff salaries= \$19.33
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes, however the current rate is .15% of staff salary.
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .20% of full-time staff (FTE) salaries.
Workers Comp	Workers comp is provided by the college to all employees.
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 7.26% of Staff (FTE) salaries. Total salaries times 7.26% or \$1333.33 X 7.26% = \$96.80 (Rounded to nearest\$).



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

C. OTHER PERSONNEL SERVICES (OPS)

D. BACKGROUND CHECKS

E. 40,000

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	90.0	8	320.40
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage \$				320

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	1	1	1	-
Conferences/Meetings - Professional and Academic		1	1	1	-
Airfare		1	1	1	-
Registration Fees		1	1	1	-
Per Diem		1	1	1	-
Hotel/Lodging		1	1	1	-
Car Rental	\$ -	0	0	0	-
Incidental Expenses	\$ -	0	0	0	-

Subtotal Conference/Meeting Travel and Training \$ -

***Rounded to the nearest dollar** **Staff Travel & Training Total \$ 320**

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.). Estimated 90.0 miles per month X 0.445 X 8= \$320. BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff.

F. CLIENT TRANSPORTATION

Expense Category

G. OFFICE EXPENSES

1. Utilities

2. Telephone

3. Postage/Shipping

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 9.90	1	8	100%	79.20
		0	0	100%	-
Postage/Shipping Estimated Total \$					79

Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.

4. Copies/Printing

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Business Cards	\$ -		0	100%	-
Copying charges	\$ 0.10	134	8	100%	107.20
Copies/Printing Estimated Total \$					107

Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$107.00.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

5. Office Supplies

Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 12.00	1	8	100%	96.00
* Rounded to the nearest dollar					
Office Supplies Total					\$ 96

Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$12.00 per month X 8 months.

6. Janitorial Supplies

7. Building/Maintenance

8. Equipment Repair

9. Office Equipment

10. Security Services

TOTAL ESTIMATED OFFICE EXPENSES COST	\$ 282
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Expense Category (continued)

- H. RENTAL OF USE OF SPACE**
- I. RENTAL EQUIPMENT**
- J. INSURANCE**
- K. ADVERTISING/OUTREACH**
- L. MEMBERSHIP FEES & SUBSCRIPTIONS**
- M. CLIENT EDUCATIONAL AND TRAINING TOOLS**

Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Vocational/Industry Certification Cost	\$ 1,000.00	13	1	100%	\$ 13,000.00
Testing Fee	\$ 15.00	13	1	100%	\$ 195.00
	\$ -			100%	\$ -
	\$ -			100%	\$ -
*Rounded to the nearest dollar					
Client Education and Training Tools Estimated Total					\$ 13,195

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, certification testing fees, Client Educational expenditures may include vouchers and internal scholarships for clients' registration in approved courses. Client vocational/career education expenditures include enrollment and tuition fees into computer skills, technical and vocational courses, certificate programs, and industry certification prep courses. Estimated cost: 13 participants x \$1,000 x 1=\$13,000. Client vocational programs readiness assessment fees (TABE) needed for enrollment in career pathway programs, estimated cost: \$15 per application x 13 clients=\$195.00.

- O. INFORMATION RESOURCE TECHNOLOGY**
- T. INDIRECT COSTS**

Total Personnel, Travel, and Expenses	\$ 15,334.60
Indirect Cost Rate	5%
Indirect Costs Total (less OCO) \$ 767	

Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2019-20.

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)	
TOTAL BUDGET AMOUNT	\$ 16,102



EXHIBIT F3 – SERVICE UNIT RATE TABLE

Service Unit Table. For the period of March 1, 2020 through September 30, 2020.

Adult Education	
Service Unit	Unit Rate
Registration	\$ 15.00
Pre-Test/ Post-Test	\$ 15.00
Voucher Cost and Administration	\$ 70.00
Guidance and Retention	\$ 30.00
Enrollment into ELI Level Course	\$ 200.00
Literacy Completion Point (LCP) and/or Pass Payment	\$ 30.00
Refugee Specific Instructional Hours	\$ 35.00
Career Laddering	
Service Unit	Unit Rate
CL Assessment and Plan	\$ 115.54
CL Placement in Career Field	\$ 400.00



EXHIBIT F5 – BUDGET REVISION

Provider name:		REV #:	
Address:		Contract #:	
		Date	
BUDGET REVISION WORKSHEET			
LINE ITEMS	ORIGINAL AMOUNT	REVISIONS	REVISED BUDGET
Personnel			
Fringe Benefits			
OPS			
Background Checks			
Staff Travel & Training			
Client Transportation			
Utilities			
Telephone			
Postage/Shipping			
Copies/Printing			
Office Supplies			
Janitorial Supplies			
Building Maintenance & Repair			
Equipment Repair			
Office Equipment			
Rental Use of Space			
Rental Equipment			
Insurance			
Advertising/Outreach			
Client Education and Training Tools	\$0.00		\$0.00
Information Resourse Technology			
Subcontracted Services			
Subcontracted Client Services			
Financial Audit			
Operating Capitol Outlay			
Indirect Costs	\$0.00		\$0.00
	\$0.00	\$0.00	\$0.00
Contract Manager Approval		Date	



EXHIBIT F6 – ACTUAL EXPENDITURE REPORT

Quarterly/Annual Actual Expenditure Report

Provider: _____
 Period Ending: _____
 Service: _____

Contract No.: _____
 Fiscal Year: _____
 Quarter: _____

	Contract		Quarter 1		Quarter 2		Quarter 3		Quarter 4		YTD		Remaining Budget
	Budget	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Totals	% Total	
Personnel Category													
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. Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
2. Postage/Shipping	-	-	-	-	-	-	-	-	-	-	-	-	-
3. Copies/Printing	-	-	-	-	-	-	-	-	-	-	-	-	-
4. Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
5. Janitorial Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
6. Equipment Repair	-	-	-	-	-	-	-	-	-	-	-	-	-
7. Office Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
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. Career Laddering Services	-	-	-	-	-	-	-	-	-	-	-	-	-
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:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Draw-Down:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Surplus/Deficit:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Amount to be Refunded (if applicable):			\$0.00	*									

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or

Provider Signature _____

Date _____



EXHIBIT F6 – ACTUAL EXPENDITURE REPORT

Quarterly/Annual Actual Expenditure Report

Personnel Category A Personnel B Fringe Benefits C Other Personnel Services (OPS) D Background Checks	Contract		Employment		Vocational Srv		Legal		Adult Education		Youth		Case Coordination		Child Care		YTD		Remaining Budget
	Budget	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Totals	% Total	
	Contract No.: _____ Fiscal Year: _____ Quarter: _____																		
Totals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel Category																			
E Staff Travel & Training																			
F Client Transportation																			
Totals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Expense Category																			
G Office Expenses																			
1 Telephone																			
2 Postage/Shipping																			
3 Copies/Printing																			
4 Office Supplies																			
5 Janitorial Supplies																			
6 Equipment Repair																			
7 Office Equipment																			
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 Information Resource Technology																			
O Subcontracted Services																			
P Subcontracted Client Services																			
Q Financial Audit																			
Totals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Indirect Costs Category																			
R Operating Capital Outlay (>1,000)																			
S Indirect Costs (less OCO)																			
Totals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Totals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contract Expenditures:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Draw-Down:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Surplus/Deficit:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Amount to be Refunded (if applicable):	\$0.00	*	\$0.00	*	\$0.00	*	\$0.00	*	\$0.00	*	\$0.00	*	\$0.00	*	\$0.00	*	\$0.00	*	\$0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.

Provider Signature _____ Date _____



ATTACHMENT 1

The administration of resources awarded by CWS to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, CWS 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 CWS and Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by CWS. In the event CWS determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by CWS regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CWS' CCC, 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 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 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 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to CWS' CCC. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to CWS' CCC 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 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 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 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by Contract number for each Contract with CWS 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 CWS shall be fully disclosed in the audit report package with reference to the specific Contract number.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) 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 CWS' CCC. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to CWS' CCC 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 CWS 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 CWS 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 CWS pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) 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. CCC for this Contract (1 electronic copy)
Lilliam Sorzano
1924 NW 84 Ave
Doral, FL 33126
Email address: LSorzano@CWSGlobal.org

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 CWS 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 CWS 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 CWS.



**ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: Mildred Coyne Date: 3/23/2020

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: Mildred Coyne

Address of Organization: 111 E. Las Olas Blvd
Ft. Lauderdale, FL 33301



ATTACHMENT 3

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 CWS.
- 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 CWS;
- 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 , 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 CWS' Security Officer and the CCC 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 the CCC 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 CWS 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 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by CWS 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 CWS;
- 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 CWS' 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 CWS' 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 CWS 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 CWS 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 CWS with data analyses relating to the health care operations of CWS (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 CWS' knowledge of a material breach by the Business Associate, CWS 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 CWS;
- 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, CWS 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 CWS or, if permission is granted by CWS, 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 CWS or, if permission is granted by CWS, 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.

CONTRACT NO. XK060BC
AMENDMENT NO. 0008

This Amendment shall be effective October 1, 2023, or the last party signature date, whichever is later. The above referenced Contract is hereby amended as follows:

1. The following items were last addressed in the noted Amendments:
Amendment #0006: 4, 8.
Amendment #0007: 5, 7.
2. **1.2.4.** is amended to read:
Yanadelis Cruz
1924 NW 84th Ave
Doral, Florida 33126
ycruz@cwsglobal.org
3. **A1-2.10.7.3. is amended to add:**
A1-2.10.7.3.1. Afghan parolees whose initial period of parole expires while their applications for re-parole, asylum, or adjustment of status are pending may continue to receive services for which an Afghan parolee was enrolled prior to the expiration of their initial period of parole. The continuation may occur after their initial period of parole expired and while they wait for the adjudication of their application for re-parole, asylum, or adjustment of status. No new ORR benefits or services may be added for an Afghan parolee after their initial period of parole has expired, even if they have a pending re-parole, asylum, or adjustment of status application with USCIS.
4. **EXHIBIT – C5 REPORTING REQUIREMENTS** is replaced by the attached **EXHIBIT – C5 REPORTING REQUIREMENTS**.
5. **D-1.2.** is amended to read:
D-1.2. The Provider shall provide the following service units or unduplicated clients for the period of **October 1, 2023, through September 30, 2024**.
D-1.2.1. The Provider shall enroll at least **630** clients into any refugee-specific ELI classes.
6. **D-1.** is amended to add:
D-1.3. Deliverables and minimums for future years will be added via formal Contract Amendment.
7. **EXHIBIT – F2 PROJECT BUDGET (FFY2024)** is inserted.
8. **ATTACHMENT 1** is replaced by the attached **ATTACHMENT 1**
9. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.



IN WITNESS THEREOF, the parties hereto have caused this Amendment executed by their undersigned officials as duly authorized.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

Signature: Barbara J. Bryan Ph.D.

Name: Dr. Barbara J. Bryan

Title: President

Date: 03/28/2024

CHURCH WORLD SERVICE, INC.

Signature: 

Name: Richard L. Santos

Title: President & CEO

Date: 04/11/2024

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EXHIBIT C5 – REPORTING REQUIREMENTS

For Reporting Requirements, submission of hard copies is not required until further notice. For the purpose of this Contract, an acceptable “original signature” on an electronic copy is defined as the signature of the authorized signatory using pen and ink; a certified electronic signature; or signed through DocuSign.

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	CWS Office
Invoice EXHIBIT F4	Monthly	15 th day of each month	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
Narrative Reporting Requirements, as specified in EXHIBIT C1	Semi-Annually	April 5 October 5	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
Actual Expenditure Report EXHIBIT F6	Quarterly	30 calendar days following the end of the quarter	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
Limited English Proficiency (LEP) Policy	Within 45 calendar days following the Contract effective date and the LEP Policy Questionnaire annually thereafter	November 15	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org



<p>Financial and Compliance Audit and accompanying management letter as specified in Attachment 1</p>	<p>Annually</p>	<p>Within 180 calendar days following Provider's fiscal year end or within 30 calendar days of Provider's receipt of the audit report, whichever occurs first</p>	<p>1 electronic copy to the CCC 1 electronic copy to Inspector General</p>	<p>Yanadelis Cruz CCC ycruz@cwsglobal.org Office of the Inspector General, Provider Audit Unit 2415 North Monroe St. Tallahassee, Fl. 32303-4190 Single.audit@myflfamilies.com</p>
<p>Inventory Report EXHIBIT C2</p>	<p>Annually and 45 calendar days prior to completion of Contract</p>	<p>August 15</p>	<p>1 electronic copy</p>	<p>Yanadelis Cruz CCC ycruz@cwsglobal.org</p>
<p>Emergency Preparedness Plan as specified in Section 9.2 of the Standard Contract</p>	<p>Within 20 calendar 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</p>	<p>October 20</p>	<p>1 electronic copy</p>	<p>Yanadelis Cruz CCC ycruz@cwsglobal.org</p>
<p>Civil Rights Compliance Checklist as specified in Section 7.13 of the Standard Contract</p>	<p>Within 20 calendar days of Contract execution and annually thereafter</p>	<p>October 20</p>	<p>1 electronic copy</p>	<p>Yanadelis Cruz CCC ycruz@cwsglobal.org</p>
<p>Proof of Liability Insurance as specified in Section 4.5. of the Standard Contract</p>	<p>Within 20 calendar days of Contract execution and annually thereafter</p>	<p>October 20</p>	<p>1 electronic copy</p>	<p>Yanadelis Cruz CCC ycruz@cwsglobal.org</p>



Support to the Deaf or Hard of Hearing as specified in Section 9.3.2 of the Standard Contract	Monthly	4 th business day of each month	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
Employment Screening Affidavit as specified in Section 4.14.2. of the Standard Contract	Annually	July 15	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
CRS Transition Plan	As determined by CCC	As determined by CCC	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
CRS Plan	Within 30 calendar days of Contract effective date (March 30, 2020) and annually thereafter	March 30	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
Uptake Analysis	Annually	December 30	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
Quality Management Plan (QMP)	45 calendar days after Contract effective date	April 15, 2020	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org



Executive Compensation Annual Report, PCMT-08-2021	May 1, 2022, and annually thereafter	May 1	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsqglobal.org
Refugee-Specific Course Offerings	Quarterly/Term	March 20 June 20 August 20 December 20	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsqglobal.org
*Due dates that fall on holidays are due the following business day.				

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EXHIBIT F2 – PROJECT BUDGET (FFY2024)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #	XK060-BC	FISCAL YEAR AMOUNT:	\$400,000.00
CONTRACT PERIOD:	03/01/20 - 9/30/2025	CONTRACT MANAGER:	Yanadelis Cruz
BUDGET PERIOD:	10/01/23 - 9/30/24	# of Months in Budget Period	12
Personnel		% of budget	Estimated Total
A. Personnel		47.78%	\$ 191,116.00
B. Fringe Benefits		16.27%	\$ 65,088.18
C. Other Personnel Services (OPS)		0.00%	\$ -
D. Background Checks		0.00%	\$ -
Personnel Costs Total			\$ 256,204
Travel			Estimated Total
E. Staff Travel/Training		1.22%	\$ 4,878.44
F. Client Transportation		0.00%	\$ -
Travel Costs Total			\$ 4,878
Expense			Estimated Total
G. Office Expenses			
1. Utilities		0.00%	\$ -
2. Telephone		0.69%	\$ 2,772.00
3. Postage/Shipping		0.04%	\$ 177.00
4. Copies/Printing		0.08%	\$ 300.00
5. Office Supplies		0.08%	\$ 300.00
6. Janitorial Supplies		0.00%	\$ -
7. Building Maintenance & Repair		0.00%	\$ -
8. Equipment Repair		0.00%	\$ -
9. Office Equipment		0.00%	\$ -
10. Security Services		0.00%	\$ -
H. Rental Use of Space		0.00%	\$ -
I. Rental Equipment		0.00%	\$ -
J. Insurance		0.00%	\$ -
K. Advertising/Outreach		0.00%	\$ -
L. Membership Fee/Subscriptions		0.00%	\$ -
M. Client Educational/Training Tools		29.02%	\$ 116,070.00
N. Fixed Price Services		0.00%	\$ -
O. Information Resource Technology		0.06%	\$ 250.56
P. Subcontracted Services		0.00%	\$ -
Q. Subcontracted Client Services		0.00%	\$ -
R. Financial Audit		0.00%	\$ -
Expense Cost Total			119,870
Direct Costs			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)		0.00%	\$ -
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%		4.76%	\$ 19,048.00
Direct Cost Total			\$ 19,048
		100.00%	
Total Contract Budget			\$ 400,000.00
Total Contract Budget Rounded to the Nearest Whole Dollar			\$ 400,000.00



**CONTRACT NO. XK060BC
AMENDMENT NO. 0008**

EXHIBIT F2 – PROJECT BUDGET (FFY2024)

Personnel - A & B														
Position Title	Salaries			Social Security		Medicare		Health Ins		Dental Ins		Life Ins		
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project
Sr. Director	71,850.00	100%	12	71,850.00	4,454.70	4,454.70	1,041.83	1,041.83	9,348.00	9,348.00	372.00	372.00	122.15	122.15
ESOL Coordinator	55,000.00	100%	12	55,000.00	3,410.00	3,410.00	797.50	797.50	9,348.00	9,348.00	372.00	372.00	93.50	93.50
RENEW Grant Specialist	43,166.00	100%	12	43,166.00	2,676.29	2,676.29	625.91	625.91	9,348.00	9,348.00	372.00	372.00	73.38	73.38
Administrative Specialist (Part-Time)	20,000.00	100%	12	20,000.00	1,240.00	1,240.00	290.00	290.00	-	-	-	-	-	-
Administrative (OPS-Temp)	1,100.00	100%	12	1,100.00	68.20	68.20	15.95	15.95	-	-	-	-	-	-
Totals	191,116.00	100%		191,116.00	11,849.19	11,849.19	2,771.18	2,771.18	28,044.00	28,044.00	1,116.00	1,116.00	289.03	289.03
*Broward College, in lieu of salary increase, may apply a one-time payment pay for performance to all full time employees during the contract year. An estimated one-time-payment pay for performance of 4% for each full time employee salary is estimated.														
Personnel - A & B (Continued)														
Position Title	Salaries			Disability Ins		Workers Comp		Retirement/Pension		Totals				
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project		
Sr. Director	71,850.00	100%	12	71,850.00	143.70	143.70	-	-	7,774.17	7,774.17	23,256.54	95,106.54		
ESOL Coordinator	55,000.00	100%	12	55,000.00	110.00	110.00	-	-	5,951.00	5,951.00	20,062.00	75,062.00		
RENEW Grant Specialist	43,166.00	100%	12	43,166.00	86.33	86.33	-	-	4,670.56	4,670.56	17,852.47	61,018.47		
Administrative Specialist (Part-Time)	20,000.00	100%	12	20,000.00	-	-	-	-	2,164.00	2,164.00	3,694.00	23,694.00		
Administrative (OPS-Temp)	1,100.00	100%	12	1,100.00	-	-	-	-	119.02	119.02	203.17	1,303.17		
Totals	191,116.00	100%		191,116.00	340.03	340.03	-	-	20,678.75	20,678.75	65,088.18	256,204.18		
*Rounded to the nearest dollars														
Legend: CTRB - Contribution														
PERSONNEL NARRATIVE														
Sr. Director	The program Sr. Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files.													
ESOL Coordinator	Under limited supervision, this position serves the Project RENEW grant program as the Adult Basic Education ESOL Coordinator through several campus locations at Broward College to provide direct service and support to prospective, current and former students from the point of registration through enrollment through completion of the six ESOL level courses, and referral of eligible students to career technical courses using a case management approach. The Adult Basic Education ESOL Coordinator is responsible for planning and administering the ESOL program and all state reporting; supervises ESOL instructors, serves as the CASAS - Comprehensive Adult Student Assessment Systems administrator implementing students English language standardized assessments, scoring, storing and reporting test results in compliance with the FL Department of Education standards. The coordinator also coordinates the day-to-day operation of student registrations and proctoring the students' initial English skills assessment. Serve as MyEnglishLab and BurlingtonEnglish program administrator by creating courses, adding instructors and students in the online-platform, and generating students' progress report. Responsible for all aspects of client management including initial program registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Designs and maintains the program database, collects and reports critical data to the State of Florida, and responds to grant and college-wide reporting needs. Provides data for accounting and invoicing purposes. Performs related duties as assigned. Creates the students' BC, MyEnglish Lab and D2L accounts, and provides technical support to students and instructors. Manages the student Laptop Loaner Program by distributing, collecting and setting laptops for students.													
RENEW Grant Specialist	Responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Completes program administrative duties such as payroll and purchase orders. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes, recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.													
Administrative Specialist (Part-Time)	Assists with all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties.													
Administrative (OPS-Temp)	OPS, temporary ESOL specialist is necessary for service delivery, due to the influx in client numbers, and shortage in staffing to help maintain an appropriate level of service delivery.													
FRINGE BENEFITS														
TYPE	DESCRIPTION													
Social Security	6.2% Social Security X \$191,116.00 staff salaries= \$11,849.19 (rounded to nearest\$).													
Medicare	1.45% Medicare X \$191,116.00 of staff salaries= \$2,771.18 (Rounded to nearest\$).													
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 12 months per full time employee.													
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$372.00 per year or \$31.00 per month per full time employee. Dental Insurance is calculated at \$31.00 X 12 months per full time employee.													
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .17% of staff salary.													
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .20% of full-time staff (FTE) salaries.													
Workers Comp	Workers comp is provided by the college to all employees.													
Unemployment Ins														
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 10.82% of Staff (FTE) salaries. Total salaries times 10.82% or \$191,116.00 X 10.82% = \$20,678.75 (Rounded to nearest\$).													



EXHIBIT F2 – PROJECT BUDGET (FFY2024)

C. OTHER PERSONNEL SERVICES (OPS)

Position	Salary/ Wages	Hours	Months/ Weeks	% on Proj.	Total
OPS Total					\$ -

OPS, temporary employees or part time administrative assistance is occasionally necessary for service delivery, should there be an influx in client numbers, a shortage in staffing or to help maintain an appropriate level of service delivery.

D. BACKGROUND CHECKS

Description	Type	# of Units	Unit Cost	Total
Background Checks Total				\$ -

Background checks may include, but are not limited to initial employment and ongoing random drug & alcohol testing, preliminary criminal background checks, initial and ongoing driving record background reports, initial and ongoing criminal record/fingerprinting checks by FDLE, and local county background checks, of all employees, or for employees who transport children or who are promoted to a position which requires additional testing.

E. STAFF TRAVEL & TRAINING ITEM

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	72.2	12	385.44
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage				\$ 385

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Conferences/Meetings - Professional and Academic	\$ 600.00	1	2	2	2,400.00
Airfare	\$ 257.50	1	1	2	515.00
Registration Fees	\$ -	1	1	1	-
Per Diem	\$ 26.00	3	1	1	78.00
Hotel/Lodging	\$ 200.00	3	1	2	1,200.00
Car Rental	\$ 150.00	1	1	2	300.00
Incidental Expenses	\$ -	0	0	0	-
Subtotal Conference/Meeting Travel and Training					\$ 4,493
*Rounded to the nearest dollar					
Staff Travel & Training Total				\$ 4,878	

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 86.6 miles per month X 0.445 X 12= \$385.44 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional Professional development training in conferences, not offered by Broward College, will be made available to all staff estimated in \$4,493.00 including conference registration fee, airfare, lodging, per diem and transportation expenses.

F. CLIENT TRANSPORTATION

Description	Expense	Est. Unit Cost	Est. # of Units per Month	Months	Total
Broward County Transit Bus Passes - Regular Monthly average rate of \$58.90					-
Broward County Transit Bus Passes - Regular Weekly (7 days) average rate of \$20.00	\$ -		0	0	-
Broward County Transit Bus Passes - Student Monthly (31 days) average rate of \$50.00	\$ -		0	0	-
					\$ -

The lack of transportation is an obstacle in the ability of some clients to attend classes offered by RENEW. In such situations, RENEW will provide travel assistance in the form of bus passes to currently enrolled clients when a transportation barrier to attending classes and other allowable activities is identified by the Intake staff, Administrative Specialist, or the Manager. The bus passes permit clients to participate in allowable activities such as job interviews, educational class/training, educational workshops, etc. For bus passes, which include daily, weekly and monthly passes for college students and non-college student rates: the amount described is the current rate; should the rate increase, an adjustment will be made to the maximum amount per ticket allowed without the need of a formal contract amendment. Estimated total cost of bus passes: Calculated as follows: thirtyone (31) days bus pass at a cost of \$0.00 per pass X 0 units X 0 months.

Expense Category

G. OFFICE EXPENSES

1. Utilities

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Utilities Estimated Total					\$ -

Currently, Broward College and/or Coral Springs Charter School (CSCS) provide telephone services at no cost to Project RENEW at the location of service. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.

2. Telephone

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Cellphone Stipend	\$ 77.00	3	12	100%	2,772.00
Telephone Estimated Total					\$ 2,772

Currently, Broward College provide telephone services at all the locations where Project RENEW offers services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.



EXHIBIT F2 – PROJECT BUDGET (FFY2024)

3. Postage/Shipping					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 14.75	1	12	100%	177.00
Postage/Shipping Estimated Total					\$ 177
Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.					
4. Copies/Printing					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Copying charges	\$ 0.10	250	12	100%	300.00
Copies/Printing Estimated Total					\$ 300
Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$300.					
5. Office Supplies					
Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 25.00	1	12	100%	300.00
Office Supplies Total					\$ 300
* Rounded to the nearest dollar Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices, electronic devices, and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$25.00 per month X 12 months.					
6. Janitorial Supplies					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Janitorial Supplies Estimated Total					\$ -
Where classes are held at locations other than Broward College campuses, such as is currently done at the Coral Springs Charter School in Coral Springs, FL, janitorial supplies are occasionally needed. Janitorial supplies may include, but are not limited to, paper towels, cleaning supplies, hand soap, hand sanitizer, and toilet paper.					
7. Building/Maintenance					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Building Maintenance	\$ -	0	0	100%	-
Building Maintenance/Repair Estimated Total					\$ -
Currently, all the locations at which Project RENEW offers services are fully maintained by Broward College and or the institutions at which services are provided at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with building maintenance.					
8. Equipment Repair					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 946.00		1	100%	-
	\$ -				-
\$ 3.00					\$ -
NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.					
9. Office Equipment					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
	\$ -				-
Office Equipment Estimated Total					\$ -
NARRATIVE: Office equipment may include but is not limited to laptops, computers, computer monitors, printer, scanners, fax machine, office furniture, filing cabinets and other furnishings and equipment that may be required for normal operations.					
10. Security Services					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
	\$ -				-
Security Services Estimated Total					\$ -
Currently, security services are provided by Broward College or the institutions at which Project RENEW offers client services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with security services.					
TOTAL ESTIMATED OFFICE EXPENSES COST					\$ 3,549



EXHIBIT F2 – PROJECT BUDGET (FFY2024)

Expense Category (continued)

H. RENTAL OF USE OF SPACE

Address of Rental or Use of Space	Estimated Price per Square Foot/Unit	Estimated # of Days	Estimated # of Months	% to Project	Total
Coral Springs Charter School (CSCS)	\$ -	-	0	100%	\$ -
Broward College classrooms and administrative space	\$ -	-	0	100%	\$ -
Classroom and/or administrative space	\$ -	-	0	100%	\$ -
Rental or Use of Space Estimated Total					\$ -

Rental expenses include rent or lease on properties necessary for the delivery of the contracted services. Rent or lease expenses on buildings or other rental costs are incurred to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area, alternatives available; and the type, condition and value of the property leased. Costs may include the cost of alterations of such leased property, provided such alterations are necessary for the performance of the contract, and of reasonable restoration required by the provisions of the lease and are not included in the rental agreement. Broward College is currently providing several administrative offices and the use of classroom space on various campuses at no charge to Project RENEW. However, to properly deliver contracted services, Project RENEW may incur rental expenses at Coral Springs Charter School (CSCS) and any other Broward College-approved location.

I. RENTAL EQUIPMENT

Rental Equipment	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Office Equipment	\$ -	-	10	100%	\$ -
Classroom Equipment	\$ -	-	10	100%	\$ -
Rental Equipment Estimated Total					\$ -

Rental equipment may be necessary for the delivery of contracted services. Such equipment may include, but is not limited to, furniture, fixtures, multimedia devices/programs and speech/language instruction software.

J. INSURANCE

Insurance Type	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
					\$ -
Insurance Estimated Total					\$ -

N/A

K. ADVERTISING/OUTREACH

Advertising Expense Item	Estimated Unit C	# of Units/ Months	% to Project	Total
Broadcast media		12	100%	\$ -
Newspaper	\$ -	12	100%	\$ -
Printed material		1	100%	\$ -
Advertising/Outreach Estimated Total				\$ -

Advertising/Outreach costs are incurred to increase awareness of the program and the services offered by the program to the refugee/asylee population in Broward County. Broadcast media may include, but is not limited to, radio and television. Printed material may include, but is not limited to, brochures, postcards, posters and other promotional materials that may be printed and used in advertising/outreach services.

L. MEMBERSHIP FEES & SUBSCRIPTIONS

Membership/Subsription	Estimated Unit Cost	# of Units	# of Months	% to Project	Total
Membership to professional organizations	\$ -	0	0	100%	\$ -
Membership to educational/academic organizations	\$ -	0	0	100%	\$ -
					\$ -

Membership fees and subscriptions costs include, but are not limited to, the costs associated with participating and/or becoming members of local, state, and national professional and academic organizations necessary to obtain information about innovative ideas and effective strategies on how to best provide the contracted services to the refugee/asylee population.

M. CLIENT EDUCATIONAL AND TRAINING TOOLS

Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors' Wages	\$ 30.00	297	12	100%	\$ 107,000.00
ELI - Educational Material	\$ 2.50	300	12	100%	\$ 9,000.00
ELI Voucher	\$ 70.00	1	1	100%	\$ 70.00
	\$ -			100%	\$ -
*Rounded to the nearest dollar Client Education and Training Tools Estimated Total					\$ 116,070

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC Ids. The proposed budget will cover the following items: ELI instructors and CASAS proctor wages at an estimated rate of \$30.00 X 356.67 class hours X 10 months totaling an estimated cost of \$107,000.00 and may include curriculum development and instruction in any of the following types of ELI: ESOL, ELCATE, ESOLAS, WRS, Citizenship and GED. Educational materials total estimated cost = \$9,000.00. Curriculum development expense includes updating curriculum to align with new FL DOE ESOL curriculum framework anchor standards and benchmarks. ELI voucher estimated cost = \$70.

N. FIXED PRICE SERVICES (if applicable)

Service	Est. # of Units	Fixed Rate	Total
			\$ -
Fixed Price Services Estimated Total			\$ -

NARRATIVE: NA



EXHIBIT F2 – PROJECT BUDGET (FFY2024)

O. INFORMATION RESOURCE TECHNOLOGY					
IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 6.96	3	12	100%	\$ 250.56
Computer/laptop maintenance	\$ -	0	0	0%	\$ -
IRT Estimated Total					\$ 251
Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, DCF Oracle System access, and SAVE System access.					
P. SUBCONTRACTED SERVICES					
Subcontracted Services	Est. Unit Cost	Est. # of Months/Units	% to Project	Total	
	\$ -			\$ -	
Subcontracted Services Estimated Total				\$ -	
Project RENEW does not currently subcontract any administrative services, as all administrative services are handled in house or provided by Broward College at no cost to the program. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.					
Q. SUBCONTRACTED CLIENT SERVICES					
Client Services	Est. Unit Cost	Est. # of Units	% to Project	Total	
Client Services	\$ -	0	100%	\$ -	
Client Services Estimated Total				\$ -	
Project RENEW does not currently subcontract any client services. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.					
R. FINANCIAL AUDIT					
Financial Audit Type	Est. Unit Cost	Est. # of Units	% to Project	Total	
				\$ -	
Financial Audit Estimated Total				\$ -	
Anticipated expenditures to perform an independent financial audit performed by a licensed audit firm under chapter 473, S.S. Broward College financial audits are conducted by the State of Florida Auditor General.					
S. OPERATING CAPITAL OUTLAY (OCO >\$1,000.00)					
OCO Expense Description	Est. Unit Cost	Est. # of Units	% to Project	Total	
				\$ -	
OCO Estimated Total				\$ -	
NARRATIVE:					
T. INDIRECT COSTS					
Total Personnel, Travel, and Expenses			\$ 380,952.18		
Indirect Cost Rate			5%		
Indirect Costs Total (less OCO)			\$	19,048	
Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2023-24.					
U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)					
IRT Expense (Non-recurring) Description	Est. Unit Cost	Est. # of Units	% to Project	Total	
				\$ -	
IRT (non-recurring) Estimated Total				\$ -	
NARRATIVE: Although no budget amount is allocated to Equipment (Non-OCO) at this time, the line item is for anticipated expenditures for durable goods include, but are not limited to, computers/laptops, printers, software and other multimedia devices to be used for administrative purposes.					
TOTAL BUDGET AMOUNT				\$ 400,000	



ATTACHMENT 1

FINANCIAL COMPLIANCE

The administration of resources awarded by CWS to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, CWS and/or 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 CWS and the Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by CWS and/or the Department. In the event CWS and/or the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by CWS and/or the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by CWS' CCC, 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 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 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 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the CWS' CCC, the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the CWS' CCC, 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 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 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 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with CWS 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 CWS shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$750,000 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 CWS' CCC, the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the CWS' CCC, 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 CWS 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 CWS 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 CWS pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) 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 Compliance Coordinator (CCC) for this contract (one copy)

Yanadelis Cruz
1924 NW 84th Ave
Doral, FL 33126
Email Address: ycruz@cwsglobal.org

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

Office of the Inspector General
Single Audit Unit
The Centre, Suite 400-I
2415 Monroe Street
Tallahassee, Florida 32303
Email address: HQW.IG.Single.Audit@myflfamilies.com

C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<https://harvester.census.gov/facweb/>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.



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 CWS and/or the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, 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 CWS and/or 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 CWS, the Department or their 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 CWS, the Department or their 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 CWS and/or the Department.



AMENDMENT # 0007

Contract # XK060BC

Effective the latter of **May 1, 2023** or the last date of the signatories, this amends the above referenced **Contract as follows:**

1. The items below were last addressed in Amendment #0006.
2. In **1.1.**, "\$2,174,077.00" is replaced by "**\$2,497,087.00**".
3. The highlighted portions below amend **A1-2.10.7.3**. The non-highlighted portions are contextual only and unaffected by this amendment.

A1-2.10.7.3. Afghan humanitarian parolees (AHP) admitted to the United States on or after July 31, 2021, until **September 30, 2023** (or other date as determined by ORR), due to urgent humanitarian reasons or significant health benefit. The term "Afghan Humanitarian Parolee" describes all Afghan nationals (including unaccompanied minors) paroled by DHS on or after July 31, 2021 until **September 30, 2023** (or other date as determined by ORR), who ORR is authorized to serve under the Afghanistan Supplemental Appropriations Act. 2022.

4. The highlighted portions below amend **B-7.6.1. through B-7.6.3**. The non-highlighted portions below are contextual only and unaffected by this amendment.

B-7.6.1. Citizens or nationals of Afghanistan paroled (including unaccompanied minors) into the United States under section 212(d)(5) of the Immigration and Nationality Act between July 31, 2021, and **September 30, 2023**, or other date as determined by ORR. This group of Afghan Humanitarian Parolees (AHP) is eligible from their eligibility date until March 31, 2023, or until the end of the individual's parole term, whichever is later, unless otherwise amended by law or the individual gains another ORR-eligible category;

B-7.6.2. A spouse or child of any Afghan Humanitarian Parolee described in B-7.6.1, who is paroled into the United States after **September 30, 2023**, or other date as determined by ORR. This group is eligible for benefits and services from their eligibility date until March 31, 2023, or the end of the individual's parole term, whichever is later, unless otherwise amended by law or the individual gains another ORR-eligible category or status;

B-7.6.3. A parent or legal guardian of any individual described above in B-7.6.1, who is determined to be an unaccompanied child as defined by 6 U.S.C. § 279(g)(2), who is paroled into the United States after **September 30, 2023**, or other date as determined by ORR. This group is eligible for benefits and services from their eligibility date until March 31, 2023, or the end of the individual's parole term, whichever is later, unless otherwise amended by law or the individual gains another ORR-eligible category or status;

5. The highlighted portions below amend **D-1.1**. The non-highlighted portions below are contextual only and unaffected by this amendment.

D-1.1. Deliverables/ Service Units for the period October 1, 2022 through September 30, 2023.

D-1.1.1. The Provider shall enroll clients into at least **1140** refugee-specific classes.

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AMENDMENT # 0007

Contract # XK060BC

6. The highlighted portions of the table below amend the table in **F-2**. The non-highlighted portions are solely for context and unaffected by this amendment.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
March 1, 2020 – September 30, 2020	\$270,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
October 1, 2022 – September 30, 2023	\$723,010.00
October 1, 2023 – September 30, 2024	\$400,000.00
October 1, 2024 – September 30, 2025	\$400,000.00
Total Contract Amount	
	\$2,497,087.00

7. The highlighted portions of the table below amend the table in **F-3.1**. The non-highlighted portions are solely for context and unaffected by this amendment.

Total Fixed Rate Amount (by budget period)	
Budget Period	Fixed Rate Budget Amount
March 1, 2020 – September 30, 2020	\$257,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
October 1, 2022 – September 30, 2023	\$723,010.00
October 1, 2023 – September 30, 2024	\$400,000.00
October 1, 2024 – September 30, 2025	\$400,000.00
Total Fixed Rate Contract Amount	
	\$2,484,087.00

8. **EXHIBIT F2** and **F3**, are replaced by the attached **Exhibits F2** and **F3**.
9. All provisions in the contract and any attachments thereto in conflict with this amendment are changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are made a part of the contract.

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AMENDMENT # 0007

Contract # XK060BC

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA.

CHURCH WORLD SERVICE, INC.

SIGNED BY: 
DCAAB8DE1B7E441...

NAME: Mildred Coyne

TITLE: SVP, workforce Education & Innovation

DATE: 09/30/2023

SIGNED BY: 

NAME: RICHARD L. SANTOS

TITLE: President & CEO

DATE: 12/12/2023



AMENDMENT # 0007

Contract # XK060BC

REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #	XK060-BC	CONTRACT AMOUNT:	\$723,010.00
CONTRACT PERIOD:	03/01/2020 - 9/30/25	CONTRACT MANAGER:	Yanadelis Cruz
BUDGET PERIOD:	10/01/22 - 9/30/23	# of Months in Budget Period	12
Personnel		% of budget	Estimated Total
A. Personnel	46.61%	\$	336,970.00
B. Fringe Benefits	16.27%	\$	117,646.43
C. Other Personnel Services (OPS)	0.00%	\$	-
D. Background Checks	0.00%	\$	-
Personnel Costs Total		\$	454,616
Travel			Estimated Total
E. Staff Travel/Training	1.17%	\$	8,470.04
F. Client Transportation	0.00%	\$	-
Travel Costs Total		\$	8,470
Expense			Estimated Total
G. Office Expenses			
1. Utilities	0.00%	\$	-
2. Telephone	0.80%	\$	5,760.00
3. Postage/Shipping	0.00%	\$	16.00
4. Copies/Printing	0.08%	\$	572.00
5. Office Supplies	0.17%	\$	1,200.00
6. Janitorial Supplies	0.00%	\$	-
7. Building Maintenance & Repair	0.00%	\$	-
8. Equipment Repair	0.14%	\$	1,000.00
9. Office Equipment	0.00%	\$	-
10. Security Services	0.00%	\$	-
H. Rental Use of Space	0.00%	\$	-
I. Rental Equipment	0.00%	\$	-
J. Insurance	0.00%	\$	-
K. Advertising/Outreach	0.00%	\$	-
L. Membership Fee/Subscriptions	0.04%	\$	300.00
M. Client Educational/Training Tools	29.84%	\$	215,770.00
N. Fixed Price Services	0.00%	\$	-
O. Information Resource Technology	0.12%	\$	876.96
P. Subcontracted Services	0.00%	\$	-
Q. Subcontracted Client Services	0.00%	\$	-
R. Financial Audit	0.00%	\$	-
Expense Cost Total			225,495
Direct Costs			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)	0.00%	\$	-
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%	4.76%	\$	34,429.00
Direct Cost Total		\$	34,429
		100.00%	
Total Contract Budget		\$	723,010.00
Total Contract Budget Rounded to the Nearest Whole Dollar		\$	723,010.00



AMENDMENT # 0007

Contract # XK060BC

REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

Personnel - A & B														
Position Title	Salaries				Social Security		Medicare		Health Ins		Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project
Program Director	71,850.00	100%	12	71,850.00	6.20%	4,454.70	1.450%	1,041.83	9,348.00	378.00	378.00	0.11%	79.04	79.04
Program Coordinator and Data Analyst	55,000.00	100%	12	55,000.00		3,410.00		797.50	9,348.00	378.00	378.00		60.50	60.50
RENEW Grant Specialists/Student Coach	44,000.00	100%	12	44,000.00		2,728.00		638.00	9,348.00	378.00	378.00		48.40	48.40
RENEW Grant Specialists/Student Coach	44,000.00	100%	12	44,000.00		2,728.00		638.00	9,348.00	378.00	378.00		48.40	48.40
RENEW Grant Specialists/Student Coach	44,000.00	100%	12	44,000.00		2,728.00		638.00	9,348.00	378.00	378.00		48.40	48.40
Curriculum Coordinator	55,000.00	100%	12	55,000.00		3,410.00		797.50	9,348.00	378.00	378.00		60.50	60.50
Administrative Assistane - Part-time	21,120.00	100%	12	21,120.00		1,309.44		306.24	-	-	-		-	-
Support Specialist (temporary employees)	2,000.00	100%	12	2,000.00		124.00		29.00	-	-	-		-	-
Totals	336,970.00	100%		336,970.00		20,892.14		4,886.07	56,088.00	2,268.00	2,268.00		345.24	345.24
*Broward College, in lieu of salary increase, may apply a one-time payment pay for performance to all full time employees during the contract year. An estimated one-time-payment pay for performance of 4% for each full time employee salary is estimated.														
Personnel - A & B (Continued)														
Position Title	Salaries				Disability Ins		Workers Comp		Retirement/Pension		Benefits Charged to Project		Totals	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project		
Program Director	71,850.00	100%	12	71,850.00	0.16%	114.96	-	12.58%	9,038.73	9,038.73	24,455.25	96,305.25		
Program Coordinator	55,000.00	100%	12	55,000.00		88.00	-		6,919.00	6,919.00	21,001.00	76,901.00		
RENEW Grant Specialist/ Student Coach	44,000.00	100%	12	44,000.00		70.40	-		5,535.20	5,535.20	18,746.00	62,746.00		
RENEW Grant Specialist/ Student Coach	44,000.00	100%	12	44,000.00		70.40	-		5,535.20	5,535.20	18,746.00	62,746.00		
RENEW Grant Specialist/ Student Coach	44,000.00	100%	12	44,000.00		70.40	-		5,535.20	5,535.20	9,020.00	53,020.00		
ESOL Teacher/Student Support Coordinator	55,000.00	100%	12	55,000.00		88.00	-		6,919.00	6,919.00	21,001.00	76,901.00		
Administrative Assistane - Part-time	21,120.00	100%	12	21,120.00		-	-		2,656.90	2,656.90	4,272.58	25,392.58		
Support Specialist (temporary employees)	2,000.00	100%	12	2,000.00		-	-		251.60	251.60	404.60	2,404.60		
Totals	336,970.00	100%		336,970.00		502.16			42,390.83	42,390.83	117,646.43	454,616.43		
*Rounded to the nearest dollars														



AMENDMENT # 0007

Contract # XK060BC

REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

Legend:	
Fringe shows FRS contribution increased to	CTRB - Contribution 12.58% to all employees.
PERSONNEL NARRATIVE	
Director	The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files; and participates in district as well as in-house trainings and Professional Learning Communities.
Program Coordinator	Under limited supervision, this position is responsible for coordinating and providing oversight of the direct service and support to prospective, current and former students from the point of registration through enrollment, assessing students' English level skills for accurate course placement, through completion of the six ESOL level courses, using a case management approach for the Project RENEW Grant program at Broward College through several campus locations at Broward College. Serves as Comprehensive Adult Student Assessment (CASAS) Program Coordinator scheduling assessment and proctor, maintaining testing policies and procedures in compliance with the Florida Department of Education. Provides oversight, guidance, and training for other employees. Maintains and inputs registration and enrollment data into the State of Florida web-database, designs and maintains the program database, provides data for enrollment and performance purposes, and assists instructors and students with technical problems with their BC, D2L digital text and online learning platform accounts.
ESOL Teacher/Student Support Coordinator	This position will be responsible for implementing and ensuring compliance to established ESOL policies, procedures and/or regulations as determined by the state, district and school site; implementing with fidelity, the program's academic ESOL curriculum, collaborates with the Program Director, the Program Coordinator, and instructional staff to develop, implement and monitor each ESOL student's academic plan and increases the English Language proficiency level of all students. The Coordinator also assess students to determine appropriate program placement and participates in district as well as in-house trainings and Professional Learning Communities. Conducts instructional staff development training in the area of language acquisition and instructional strategies for mastering the various content-area standards, co-plans, co-teaches, and coaches teachers to develop and enhance their skills to include direct instruction lessons that incorporate differentiated instruction for varied language proficiency levels, ensures all students have current test results and appropriate ESOL placement, accommodations, modifications and interventions as needed, maintains accurate and current inventory on instructional and curricular resources and materials and replenish inventory as needed, and assists instructors and students with technical problems with their BC, D2L digital text and online learning platform accounts.
RENEW Grant Specialists/Student Coaches	Responsible for all aspects of client management including initial registration, assessing clients' English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.
Part-time Administrative Specialist Support Specialist (temporary employees)	Assists with all aspects of client management including initial registration, assessing clients' English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties. Temporary Support Specialists occasionally provide support for staff demands or help maintain an appropriate level of service delivery, including assisting during orientations and post-test periods.
FRINGE BENEFITS	
TYPE	DESCRIPTION
Social Security	6.2% Social Security X \$336,970.00 staff salaries= \$20,892.14.
Medicare	1.45% Medicare X \$336,970.00 of staff salaries= \$4,886.07.
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 12 months per full time employee.
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$378.00 per year or \$31.50 per month per full time employee.
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .11% of staff salary.
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .16% of full-time staff (FTE) salaries.
Workers Comp	Workers comp is provided by the college to all employees.
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 12.58% of Staff (FTE) salaries. Total salaries \$336,970.00 X 12.58% = \$42,390.83.



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

C. OTHER PERSONNEL SERVICES (OPS)

Position	Salary/ Wages	Hours	Months/ Weeks	% on Proj.	Total
					\$ -

OPS Total \$ -

OPS, temporary employees or part time administrative assistance is occasionally necessary for service delivery, should there be an influx in client numbers, a shortage in staffing or to help maintain an appropriate level of service delivery.

D. BACKGROUND CHECKS

Description	Type	# of Units	Unit Cost	Total
Background checks	staff	0	\$ -	\$ -
				\$ -
Background Checks Total				\$ -

Background checks may include, but are not limited to initial employment and ongoing random drug & alcohol testing, preliminary criminal background checks, initial and ongoing driving record background reports, initial and ongoing criminal record/fingerprinting checks by FDLE, and local county background checks, of all employees, or for employees who transport children or who are promoted to a position which requires additional testing.

E. STAFF TRAVEL & TRAINING ITEM

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	192.8	10	858.04
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage				\$ 858

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ 206.00	1	10	1	2,060.00
	\$ -				-
Conferences/Meetings - Professional and Academic	\$ 425.00	1	2	2	1,700.00
Airfare	\$ 350.00	1	2	2	1,400.00
Registration Fees		1	1	1	-
Per Diem	\$ 36.00	3	2	2	432.00
Hotel/Lodging	\$ 150.00	3	2	2	1,800.00
Car Rental	\$ 170.00	1	1	1	170.00
Incidental Expenses	\$ 50.00	1	1	1	50.00

Subtotal Conference/Meeting Travel and Training \$ 7,612

*Rounded to the nearest dollar Staff Travel & Training Total \$ 8,470

All related travel costs including, but not limited to, travel to client registration sites among campuses, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 192.8 miles per month X 0.445 X10= \$858.04. BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional professional development training in conferences including Adult Basic Education and Literacy topics, not offered by Broward College, will be made available to all staff estimated in \$7,612.00 including conference registration fee, airfare, lodging, per diem and transportation expenses.

F. CLIENT TRANSPORTATION

Description	Expense	Est. Unit Cost	Est. # of Units per Month	Months	Total
Broward County Transit Bus Passes - Regular Monthly average rate of \$58.90					-
Broward County Transit Bus Passes - Regular Weekly (7 days) average rate of \$20.00	\$ -	0	0	0	-
Broward County Transit Bus Passes - Student Monthly (31 days) average rate of \$50.00	\$ -	0	0	0	-
\$					-

The lack of transportation is an obstacle in the ability of some clients to attend classes offered by RENEW. In such situations, RENEW will provide travel assistance in the form of bus passes to currently enrolled clients when a transportation barrier to attending classes and other allowable activities is identified by the Intake staff, Administrative Specialist, or the Manager. The bus passes permit clients to participate in allowable activities such as job interviews, educational class/training, educational workshops, etc. For bus passes, which include daily, weekly and monthly passes for college students and non-college student rates: the amount described is the current rate; should the rate increase, an adjustment will be made to the maximum amount per ticket allowed without the need of a formal contract amendment. Estimated total cost of bus passes: Calculated as follows: thirtyone (31) days bus pass at a cost of \$0.00 per pass X 0 units X 0 months.



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

Expense Category

G. OFFICE EXPENSES

1. Utilities

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					-

Utilities Estimated Total \$ -

Currently, Broward College and/or Coral Springs Charter School (CSCS) provide telephone services at no cost to Project RENEW at the location of service. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.

2. Telephone

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Cellphone Stipend	\$ 80.00	6	12	100%	5,760.00

Telephone Estimated Total \$ 5,760

Cellphone stipend is given to all full time employees who are working remotely, in office and at numerous campuses to be accessible to clients to complete registrations and proctor CASAS exams.

3. Postage/Shipping

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 16.00	1	1	100%	16.00

Postage/Shipping Estimated Total \$ 16

Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.

4. Copies/Printing

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Business Cards	\$ 24.00	3	1	100%	72.00
Copying charges	\$ 0.10	500	10	100%	500.00

Copies/Printing Estimated Total \$ 572

Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$572.

5. Office Supplies

Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 100.00	1	12	100%	\$ 1,200.00

*** Rounded to the nearest dollar Office Supplies Total \$ 1,200**

Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$100.00 per month X 12 months.

6. Janitorial Supplies

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Janitorial supplies	\$ -	1	5	100%	-

Janitorial Supplies Estimated Total \$ -

Where classes are held at locations other than Broward College campuses, such as is currently done at the Coral Springs Charter School in Coral Springs, FL, janitorial supplies are occasionally needed. Janitorial supplies may include, but are not limited to, paper towels, cleaning supplies, hand soap, hand sanitizer, and toilet paper.

7. Building/Maintenance

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Building Maintenance	\$ -	0	0	100%	-

Building Maintenance/Repair Estimated Total \$ -

Currently, all the locations at which Project RENEW offers services are fully maintained by Broward College and/or the institutions at which services are provided at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with building maintenance.

8. Equipment Repair

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 1,000.00	1	1	100%	1,000.00

\$ 3.00 \$ 1,000

NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.

9. Office Equipment

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Other office equipment				100%	-
Office furniture				100%	-

Office Equipment Estimated Total \$ -

NARRATIVE: Office equipment may include but is not limited to laptops, computers, computer monitors, printer, scanners, fax machine, office furniture, filing cabinets and other furnishings and equipment that may be required for normal operations.

TOTAL ESTIMATED OFFICE EXPENSES COST \$ 8,548



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

Expense Category (continued)

H. RENTAL OF USE OF SPACE					
Address of Rental or Use of Space	Estimated Price per Square Foot/Unit	Estimated # of Days	Estimated # of Months	% to Project	Total
Coral Springs Charter School (CSCS)	\$ -	-	0	100%	\$ -
Broward College classrooms and administrative space	\$ -	-	0	100%	\$ -
Classroom and/or administrative space	\$ -	-	0	100%	\$ -
Rental or Use of Space Estimated Total					\$ -

Rental expenses include rent or lease on properties necessary for the delivery of the contracted services. Rent or lease expenses on buildings or other rental costs are incurred to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area, alternatives available; and the type, condition and value of the property leased. Costs may include the cost of alterations of such leased property, provided such alterations are necessary for the performance of the contract, and of reasonable restoration required by the provisions of the lease and are not included in the rental agreement. Broward College is currently providing several administrative offices and the use of classroom space on various campuses at no charge to Project RENEW. However, to properly deliver contracted services, Project RENEW may incur rental expenses at Coral Springs Charter School (CSCS) and any other Broward College-approved location.

I. RENTAL EQUIPMENT					
Rental Equipment	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Office Equipment	\$ -		10	100%	\$ -
Classroom Equipment	\$ -		10	100%	\$ -
Rental Equipment Estimated Total					\$ -

Rental equipment may be necessary for the delivery of contracted services. Such equipment may include, but is not limited to, furniture, fixtures, multimedia devices/programs and speech/language instruction software.

J. INSURANCE					
Insurance Type	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
					\$ -
Insurance Estimated Total					\$ -
N/A					

K. ADVERTISING/OUTREACH					
Advertising Expense Item	Estimated Unit Cost	# of Units/ Months	% to Project	Total	
Broadcast media		12	100%	\$ -	
Newspaper	\$ -	12	100%	\$ -	
Printed material		1	100%	\$ -	
Advertising/Outreach Estimated Total					\$ -

Advertising/Outreach costs are incurred to increase awareness of the program and the services offered by the program to the refugee/asylee population in Broward County. Broadcast media may include, but is not limited to, radio and television. Printed material may include, but is not limited to, brochures, postcards, posters and other promotional materials that may be printed and used in advertising/outreach services.

L. MEMBERSHIP FEES & SUBSCRIPTIONS					
Membership/Subscription	Estimated Unit Cost	# of Units	# of Months	% to Project	Total
Membership to professional organizations	\$ 300.00	1	0	100%	\$ 300.00
Membership to educational/academic organizations	\$ -	0	0	100%	\$ -
Total					\$ 300

Membership fees and subscriptions costs include, but are not limited to, the costs associated with participating and/or becoming members of local, state, and national professional and academic organizations necessary to obtain information about innovative ideas and effective strategies on how to best provide the contracted services to the refugee/asylee population.

M. CLIENT EDUCATIONAL AND TRAINING TOOLS					
Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors/Proctors' Wages	\$ 25.00	620	10	100%	\$ 155,000.00
ELI - Educational Material	\$ 40.00	500	3	100%	\$ 60,000.00
ELI - Vouchers	\$ 70.00	1	1	100%	\$ 70.00
Student Loaner Laptops	\$ 700.00	1	1	100%	\$ 700.00
*Rounded to the nearest dollar Client Education and Training Tools Estimated Total					\$ 215,770

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student IDs, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC IDs. The proposed budget will cover the following items: ELI instructors and CASAS proctors wages at an estimated cost of \$155,000.00; educational materials, which include textbooks or total estimated cost = \$60,000.00, laptops for students participation in online classes total estimated cost of \$700.00, and ELI vouchers estimated cost = \$70.



AMENDMENT # 0007

Contract # XK060BC

REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

N. FIXED PRICE SERVICES (if applicable)			
Service	Est. # of Units	Fixed Rate	Total
			\$ -
Fixed Price Services Estimated Total			\$ -
NARRATIVE: N/A			

O. INFORMATION RESOURCE TECHNOLOGY					
IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 41.76	7	3	100%	\$ 876.96
Computer/laptop maintenance	\$ -	0	0	0%	\$ -
IRT Estimated Total					\$ 877
Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, access to the Florida Department of Management Services (DMS).					

P. SUBCONTRACTED SERVICES					
Subcontracted Services	Est. Unit Cost	Est. # of Months/Units	% to Project	Total	
Administrative services	\$ -	0	0%	\$ -	
Subcontracted Services Estimated Total					\$ -
Project RENEW does not currently subcontract any administrative services, as all administrative services are handled in house or provided by Broward College at no cost to the program. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.					

Q. SUBCONTRACTED CLIENT SERVICES					
Client Services	Est. Unit Cost	Est. # of Months/Units	% to Project	Total	
Client Services	\$ -	0	100%	\$ -	
Client Services Estimated Total					\$ -
Project RENEW does not currently subcontract any client services. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.					

R. FINANCIAL AUDIT					
Financial Audit	Est. Unit Cost	Est. # of Months/Units	% to Project	Total	
Financial Audit	\$ -	0	0%	\$ -	
Financial Audit Estimated Total					\$ -
Anticipated expenditures to perform an independent financial audit performed by a licensed audit firm under chapter 473, S.S. Broward College financial audits are conducted by the State of Florida Auditor General.					

S. OPERATING CAPITAL OUTLAY (OCO >\$1,000.00)					
Operating Capital Outlay	Est. Unit Cost	Est. # of Months/Units	% to Project	Total	
				\$ -	
OCO Estimated Total					\$ -
NARRATIVE:					

T. INDIRECT COSTS					
Indirect Cost Rate				5%	Total
					\$ 34,429
Indirect Costs Total (less OCO)					\$ 34,429
Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2022-23.					

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)					
Equipment	Est. Unit Cost	Est. # of Months/Units	% to Project	Total	
Computers/ Laptops computers				\$ -	
Printers				\$ -	
				\$ -	
IRT (non-recurring) Estimated Total					\$ -

NARRATIVE: Although no budget amount is allocated to Equipment (Non-OCO) at this time, the line item is for anticipated expenditures for durable goods include, but are not limited to, computers/laptops, printers, software and other multimedia devices to be used for administrative purposes.

TOTAL BUDGET AMOUNT \$ 723,010



AMENDMENT # 0007

Contract # XK060BC

REVISED EXHIBIT F3- SERVICE UNIT RATE TABLE

SERVICE UNIT RATE TABLE (October 1, 2022-September 30, 2025)	
Comprehensive Refugee Services Unit Type	
Adult Education	Unit Cost
Registration	\$40.00
Pre-Test/Post-Test	\$0.00
Voucher Cost and Administration	\$70.00
Monthly Client Guidance and Retention Activities	\$40.00
Refugee-Specific Class Enrollment	\$ 255.00
Literacy Completion Point (LCP) and/or Pass Payment	\$0.00
Refugee Specific Instructional Hours	\$40.00



Effective October 1, 2022, this amends the above referenced Contract as follows:

1. Number 2 was last addressed in Amendment 0005.
2. In 1.1., \$2,030,077.00 is replaced by \$2,174,077.00.
3. **EXHIBIT A – SPECIAL PROVISIONS** through **ATTACHMENT 3** is replaced by the attached **EXHIBIT A – SPECIAL PROVISIONS** through **ATTACHMENT 3**.
4. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA.

CHURCH WORLD SERVICE, INC.

SIGNED BY:  _____

SIGNED BY:  _____

NAME: Dr. Mildred Coyne

NAME: Oscar Rivera

TITLE: Senior Vice President, Workforce Education and Innovation

TITLE: Regional Director, Southeast

DATE: 2/25/2023

DATE: 02/27/2023



EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Standard Contract, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. Programmatic definitions are found in **EXHIBIT A1**.

A-2. STATEMENT OF WORK

NA

A-3. PAYMENT, INVOICE AND RELATED TERMS

NA

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**A-4.1. Compliance with Statutes, Rules, and Regulations**

A-4.1.1. In addition to the laws set out in the Standard Contract under Section 4.1., the Provider agrees to comply with the following laws, regulations, and any amendments or additions to these laws and regulations:

- A-4.1.1.1.** 45 CFR Part 400 - HHS Refugee Resettlement Program
- A-4.1.1.2.** 45 CFR Part 401 - Cuban/Haitian Entrant Program
- A-4.1.1.3.** 45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments
- A-4.1.1.4.** 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122; A-133 -- see, 78 FR 78590-01 (Dec. 26, 2013))
- A-4.1.1.5.** 48 CFR, Chapter 1, Subpart 31.7., Federal Acquisition Regulations for Non-Profit Organizations
- A-4.1.1.6.** Rules 69I-40 and 69I-42, F.A.C., (Bureau of Auditing and Travel Expenses)
- A-4.1.1.7.** CFOP 40-1 - DCF Travel Rules and Regulations
- A-4.1.1.8.** CFOP 75-8 - DCF Policies and Procedures of Contract Oversight
- A-4.1.1.9.** CFOP 80-2 - DCF Property Management Rules and Regulations
- A-4.1.1.10.** Rule 65-29.001, F.A.C., Financial Penalties for a Provider's Failure to Comply with a Requirement for Corrective Action
- A-4.1.1.11.** The Victims of Trafficking and Violence Protection Act of 2000
- A-4.1.1.12.** The Trafficking Victims Protection Reauthorization Act of 2003, 2005, 2008, 2013, and [2019](#)
- A-4.1.1.13.** Immigration and Nationality Act, 8 U.S.C. 1101 et seq.
- A-4.1.1.14.** Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193, 110 Stat. 2105
- A-4.1.1.15.** Intergovernmental Cooperation Act, 31 U.S.C. 6501 et seq.
- A-4.1.1.16.** Public Information Act, 5 U.S.C. 552

A-4.2. Outreach Materials. Notwithstanding Section 4.11, all outreach materials, including flyers, advertisements, public service announcement scripts, etc., prepared with Refugee Services (RS) grant funds must include a statement acknowledging that the project is sponsored by the State of Florida, Department of Children and Families, RS, with grants from the U.S. Department of Health and Human Services, Office of Refugee Resettlement (ORR). The Provider shall submit all materials to the Contract Compliance Coordinator (CCC) for review and approval 45 calendar days prior to publication and dissemination.

A-5. RECORDS, AUDITS AND DATA SECURITY

NA

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION**A-6.1. Section 6.3 of the Standard Contract, is hereby amended to read:****6.3. Dispute Resolution**

It is desired that the Provider and CWS 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 Florida Department of Children and Families', hereinafter referred to as "the Department", Secretary who will work with parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Both parties agree the venue for any court action shall be Miami Dade County, Florida.

A-7. OTHER TERMS

NA

A-8. FEDERAL FUNDS APPLICABILITY

NA

A-9. CLIENT SERVICES APPLICABILITY**A-9.1. Section 9.1. is amended to read:****9.1. Client Risk Prevention**

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 to the CCC and to the hotline noted below. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees, and any subcontracts and their employees performing work under this Contract.

A-9.2. Confidential Client and Other Information

- A-9.2.1.** 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.
- A-9.2.2.** 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.
- A-9.2.3.** 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.
- A-9.2.4.** 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.
- A-9.2.5.** The Provider shall not disclose any information acquired from SAVE/VIS to any other person or entity without the prior written consent of CWS, RS, DCF-ESS Florida and/or DHS. Prior written consent from CWS, RS,

DCF-ESS 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**.

A-9.3. Fees and Donations

No fees shall be imposed by the Provider to clients served under this Contract, other than those set by CWS and/or 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 CCC 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.

A-9.4. Property

EXHIBIT A2 applies to all property transferred by CWS and/or the Department to the Provider and any property purchased by the Provider with funds provided by this Contract. 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 one (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.

A-9.5. Information Technology Resources (ITR)

The Provider must receive written approval from the CCC prior to purchasing any ITR with Contract funds. The Provider will not be reimbursed for any ITR purchases made prior to obtaining the CCC's written approval.

EXHIBIT A1 – PROGRAMMATIC DEFINITIONS

A1-1. Refugee Services Programmatic Acronyms

- A1-1.1. **ABE** – Adult Basic Education
- A1-1.2. **AGE** – Adult General Education
- A1-1.3. **AE** – Adult Education
- A1-1.4. **ARSI** – Afghan Refugee School Impact
- A1-1.5. **ASOR** – Afghan Services to Older Refugees
- A1-1.6. **AYM** – Afghan Youth Mentoring
- A1-1.7. **CASAS** – Comprehensive Adult Student Assessment Systems
- A1-1.8. **CET** – Client Education and Training
- A1-1.9. **CL** – Career Laddering
- A1-1.10. **CRS** – Comprehensive Refugee Services
- A1-1.11. **DCF** – Florida Department of Children and Families
- A1-1.12. **DFS** – Florida Department of Financial Services
- A1-1.13. **DHS** – Department of Homeland Security
- A1-1.14. **DOE** – Florida Department of Education
- A1-1.15. **DOJ** – Department of Justice
- A1-1.16. **DOS** – Department of State
- A1-1.17. **ELI** – English Language Instruction
- A1-1.18. **ELCATE** – English Literacy for Career and Technical Education
- A1-1.19. **ESOL** – English for Speakers of Other Languages
- A1-1.20. **ESOLAS** – Adult ESOL Academic Skills
- A1-1.21. **ESS** – DCF's Office of Economic Self-Sufficiency
- A1-1.22. **F.A.C.** – Florida Administrative Code
- A1-1.23. **FAQ** – Frequently Asked Questions
- A1-1.24. **FFY** – Federal Fiscal Year
- A1-1.25. **FSSP** – Family Self Sufficiency Plan
- A1-1.26. **GED** – General Education Development
- A1-1.27. **HHS** – Department of Health and Human Services
- A1-1.28. **LCP** – Literacy Completion Point
- A1-1.29. **LEA** – Local Education Agency
- A1-1.30. **LEP** – Limited English Proficiency
- A1-1.31. **LPR** – Lawful Permanent Resident
- A1-1.32. **MG** – Matching Grant
- A1-1.33. **OAW** – Operation Allies Welcome

- A1-1.34. OCP** – Occupational Completion Point
- A1-1.35. OJT** – On-the-Job Training
- A1-1.36. OLAP** – Office of Legal Access Programs
- A1-1.37. ORR** – U.S. Department of Health and Human Services, Office of Refugee Resettlement
- A1-1.38. PHI** – Protected Health Information
- A1-1.39. QMP** – Quality Management Plan
- A1-1.40. R&P** – Resettlement and Placement
- A1-1.41. RCA** – Refugee Cash Assistance
- A1-1.42. RFE** – Request for Evidence
- A1-1.43. RHP** – Refugee Health Promotion
- A1-1.44. ReMHI** – Refugee Mental Health Initiative
- A1-1.45. RS** – State of Florida, Department of Children and Families, Refugee Services Program
- A1-1.46. RSDS** – Refugee Services Data System
- A1-1.47. SEA** – State Education Agency
- A1-1.48. SSI** – Supplemental Security Income
- A1-1.49. STT** – Short term training
- A1-1.50. TANF** – Temporary Assistance to Needy Families
- A1-1.51. USCIS** – United States Citizenship and Immigration Services
- A1-1.52. VOT** – Certified Victim of a Severe Form of Human Trafficking
- A1-1.53. WRS** – Workplace Readiness Skills
- A1-1.54. WT** – Welfare Transition
- A1-1.55. YDP** – Youth Development Plan

A1-2. Refugee Services Programmatic Definitions

A1-2.1. Assessments.

A1-2.1.1. Education and Training Standardized Assessment Instrument. A valid and reliable testing instrument that is administered, scored, and interpreted in a standard manner to determine initial placement and subsequent educational or program gains of clients.

A1-2.1.1.1. For English language courses, the standardized assessment instruments to document progress, representing the attainment of Literacy Completion Points, shall be in accordance with Rules 6A-6.014 and 6A-10.040, F.A.C., and other assessment memoranda, Assessment Technical Assistance Papers, and FAQs distributed by the DOE and any subsequent revisions thereto. In the event that a DOE issued document supersedes F.A.C., providers shall comply with the superseding DOE issued document.

A1-2.1.1.2. For vocational training, the assessment instruments must reflect achievement of the required competencies of the curriculum frameworks in the areas in which the instruction is focused.

A1-2.1.2. Refugee Services (RS) Assessment. A tool used to determine a client's service needs at various points in their resettlement process that may also qualify the client for a certain level of case management services.

A1-2.2. Benchmarks. Measureable and verifiable progression points towards meeting an established goal.

- A1-2.3. Case Coordination.** The coordination of services in response to a client's needs as identified through each client's comprehensive assessment(s) that are aimed at identifying the client's barriers to effective resettlement.
- A1-2.4. Client.** An eligible individual for whom services are provided by the contracted service provider. Clients may fall into one of the following categories:
- A1-2.4.1. Resettled Client.** A client who was recently resettled in the service area by one of the DOS-sponsored R&P agencies, and is currently engaged in R&P, or MG.
- A1-2.4.2. Walk-in Client.** A client who has migrated or relocated to Broward County, FL, and has never received services through a current or expired RS-funded Contract in the service area. Clients who have received RS-funded services in other service areas and who relocate or migrate to Broward County, FL are considered walk-in clients.
- A1-2.4.3. Returning Client.** A former client who received services through a current or expired RS-funded Contract in the service area of this Contract, and is returning for additional services through the CRS program.
- A1-2.5. Follow-up.** The activity of contacting clients to assess their progress towards meeting the goals necessary to attain economic self sufficiency.
- A1-2.6. Housing Assistance.** Emergency/Short-term, Long-Term or Transitional housing assistance for eligible clients including but not limited to costs of rental application fees, security deposits/payments, arrearages, rent and mortgage payments for an individual or family who is homeless or on the verge of homelessness. CWS shall utilize the funds as funding of last resort after determining that voluntary agencies, family members, and/or other federal, state or locally funded housing programs cannot be accessed.
- A1-2.7. Intake Date.** The date the client is determined to be eligible for each service deemed appropriate.
- A1-2.8. Matching Grant (MG) Program.** An ORR-funded alternative program to public assistance wherein local voluntary agencies agree to match ORR's grant with cash and in-kind contributions of goods and services from the community. The program's goal is to facilitate self-sufficiency within four months of the date of eligibility by providing services such as case management, employment, provision of food or food subsidies, suitable housing, and transportation assistance for the first 120 calendar days. Enrollment must be completed within 31 calendar days of eligibility for the program.
- A1-2.9. Original Signature.** For the purpose of this Contract, an acceptable "original signature" is defined as the signature of the authorized signatory using pen and ink; a certified electronic signature; or signed through DocuSign.
- A1-2.10. Refugees/Entrants.** People who are eligible for RS pursuant to 45 CFR 400.43 and who are in need of the services outlined in this contract. Refugees/Entrants, as used in this Contract include those listed below or other eligible populations as outlined in ORR policy letters:
- A1-2.10.1.** Refugees of all nationalities;
- A1-2.10.2.** Cuban/Haitian Entrants, including Parolees and Asylum Applicants;
- A1-2.10.3.** Asylees of all nationalities;
- A1-2.10.4.** Amerasians;
- A1-2.10.5.** VOTs;
- A1-2.10.6.** LPRs who adjusted from prior refugee, entrant, or asylee status; and
- A1-2.10.7.** Special immigrants of Iraqi or Afghan nationality, including
- A1-2.10.7.1.** Afghan individuals with Special Immigrant SQ/SI Parole;
- A1-2.10.7.2.** Afghan individuals with Special Immigrant (SI) Conditional Permanent Residence;
- A1-2.10.7.3.** Afghan humanitarian parolees (AHP) admitted to the United States on or after July 31, 2021 until December 16, 2022 (or other date as determined by ORR), due to urgent humanitarian reasons or significant health benefit. The term "Afghan Humanitarian Parolee" describes all Afghan nationals (including unaccompanied minors) paroled by DHS on or after July 31, 2021 until

December 16, 2022 (or other date as determined by ORR), who ORR is authorized to serve under the Afghanistan Supplemental Appropriations Act. 2022.

A1-2.10.8. Ukrainian populations and other non-Ukrainian individuals displaced from Ukraine including:

- A1-2.10.8.1.** Citizens or nationals of Ukraine who the Department of Homeland Security (DHS) has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit, known as Ukrainian Humanitarian Parolees (UHPs).
- A1-2.10.8.2.** Non-Ukrainian individuals who last habitually resided in Ukraine, who DHS has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit.
- A1-2.10.8.3.** A spouse or child of an individual described in A1-2.10.8.1. or A1-2.10.8.2. who is paroled into the United States after September 30, 2023.
- A1-2.10.8.4.** A parent, legal guardian, or primary caregiver of an unaccompanied refugee minor or an unaccompanied child described in section. A1-2.10.8.1 or. A1-2.10.8.2 who is paroled into the United States after September 30, 2023.

A1-2.11. Service Area. For the purpose of this Contract the service area refers to Broward County, FL.

A1-2.12. Non-Employable Entrants. Cuban/Haitian Entrants who have been issued the (DHS) Form I-862 (Notice to Appear, or NTA) or the DHS Form I-220a (Release on Own Recognizance) only, or any other documentation placing them into removal proceedings only and who have not been granted parole.

A1-2.13. Family Self Sufficiency Plan. A plan that addresses the employment-related service needs of each employable member in a family unit for the purpose of enabling the family to achieve economic self sufficiency through the employment of one or more family members consistent with the provisions in 45 CFR 400.71.

A1-2.14. Employability Plan. An individualized plan that outlines strategic, individualized short and long term goals, towards an employment track with specific steps to achieve the agreed upon career goals. Each step includes job targets and professional growth objectives detailing planned education, training and credentialing necessary for the next step on the individual's CL plan.

A1-3. Program Service Specific Definitions. Program service specific definitions used in this document are defined in the RS Glossary which is incorporated herein by reference and maintained in the CCC's file. Program service specific definitions not included in the above referenced glossary are defined below. In the event of a conflict between the definitions in the glossary and the Contract, the Contract document shall take precedence over the RS Glossary.

A1-3.1. Adult Education Services Definitions

- A1-3.1.1. ABE.** Defined by DOE as courses designed to improve the employability of an individual through instruction in reading, mathematics, language, and workplace readiness skills.
- A1-3.1.2. Attendance Unit.** A client that attends one or more classroom sessions for any course in a billing cycle. Clients who attend more than one course will be counted for each course in a billing cycle.
- A1-3.1.3. Clients Enrolled.** The unduplicated number of eligible clients enrolled in any course/program at any time during a reporting period.
- A1-3.1.4. Completion.** Clients are able, according to DOE standards, to take the related standardized test (such as the CASAS test) and the results (including course end date and reason) have been entered in the RSDS.
- A1-3.1.5. Completion Point(s).** Point(s) attained representing OCPs or LCPs or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks and frameworks.
- A1-3.1.6. Coordinated Academic Training.** Course offerings in AGE instructional courses such as:
 - A1-3.1.6.1.** ABE courses;

- A1-3.1.6.2.** GED preparation courses, defined by DOE as courses designed to help individuals attain American or high school level academic skills; or
- A1-3.1.6.3.** Citizenship Preparation courses, defined as a non-academic course offered to clients in preparation for the naturalization test required for U.S. Citizenship, including, but not limited to, U.S. civics, history, government, citizens' rights and responsibilities, the Declaration of Independence, and the U.S. Constitution.
- A1-3.1.7. Documented Progress.** Successful completion of program standards, benchmarks and frameworks, using standardized assessment instruments, sufficient to obtain successful completion of an LCP signifying progression to the next level of instruction for AE courses.
- A1-3.1.8. ELI.** Instruction in the English language to limited English proficient students. Such instruction shall be designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible.
- A1-3.1.8.1. Lower Level ELI Courses.** For purposes of this Contract, courses (levels 100-400) include: Literacy A, Literacy B, Literacy C, Foundations, Low Beginning, and High Beginning.
- A1-3.1.8.2. Upper Level ELI Courses.** For purposes of this Contract, courses (levels 500-800) include: Low Intermediate, High Intermediate, Advanced, and ESOLAS.
- A1-3.1.9. ELI Tuition Voucher.** A certificate of funding by the Provider to a client to be used to fund a client's enrollment costs in an appropriate ELI course provided by an accredited public school.
- A1-3.1.10. ESOL.** Defined by DOE as courses designed to help individuals of limited English proficiency achieve competence in the English language.
- A1-3.1.11. ESOLAS.** Defined by DOE as a course (one level) with an emphasis on academic proficiency in listening and speaking, with added emphasis on reading and writing.
- A1-3.1.12. Instructional Hours.** The hours that teachers or instructors actually spend in the classroom teaching clients course material.
- A1-3.1.13. Intake.** The process in which the Provider completes the eligibility determination, initial data collection and Client Release of Information Form for new clients or returning clients who have not participated in services provided under this Contract for 12 consecutive months who intend to enroll in courses provided under this Contract.
- A1-3.1.14. Term.** A period of time as determined by the Provider that sets the beginning and end date for each session of the school year.
- A1-3.1.15. Tuition.** A DOE determined fee for a program or course of study that is offered by an accredited vocational center, located within Broward County, Florida RS pre-approved fee for an RS pre-approved program or course of study, for those programs or courses of study which do not fall under the DOE fee schedule or framework, that is offered by an accredited vocational center located within Broward County, Florida.
- A1-3.1.16. WRS.** Defined by DOE as courses to improve English language skills to maintain employment and/or enhance career opportunities within the company and are held at the worksite in a location provided by the employer.

EXHIBIT A2 – PROPERTY

- A2-1.** 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.
- A2-2.** 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 CCC. 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, CWS 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.
- A2-3.** 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 CWS 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 CWS whether new purchases have been made or not.
- A2-4.** 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.
- A2-5.** The CCC 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 CCC's approval. The Provider shall furnish a closeout inventory no later than 30 calendar 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.
- A2-6.** 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 CWS and shall be used in place of the original acquisition cost.
- A2-7.** Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract shall be vested in CWS 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 CWS the replacement cost of any property inventoried and not transferred to CWS upon completion or termination of this Contract. When property transfers from the Provider to CWS, the Provider shall be responsible for paying for the title transfer.
- A2-8.** 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.

A2-9. The Provider hereby agrees to indemnify CWS 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.

A2-10. A formal Contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

EXHIBIT B – SCOPE OF WORK

- B-1. SCOPE OF SERVICE.** Under the terms of this Contract, CRS are to be provided only to eligible refugees/entrants who reside in **Broward** County, Florida. Refugees/Entrants residing in counties where no RS-funded CRS program exists may be served, with prior written approval from the CCC. The Provider represents and warrants that they will only provide CRS to the refugee/entrants, as defined in **Section A1-2.10.** and will verify eligibility of such refugee/entrants in accordance with **Section C-1.8.**
- B-2. MAJOR CONTRACT GOALS.** The purpose of the CRS Program is to assist refugee/entrant families in achieving self-sufficiency, effective resettlement, and successful integration into the local community.

B-3. SERVICE AREA/LOCATIONS/TIMES.

B-3.1. Services Delivery Location. Under the terms of this Contract, the Provider shall provide services at the following locations:

B-3.1.1. Service Delivery Locations:

Service Delivery Locations	
Broward College North Campus 1000 Coconut Creek Blvd Coconut Creek, FL 33066	Broward College Central Campus 3501 SW David Road Davie, FL 33314
Broward College South Campus 7200 Pines Blvd Pembroke Pines, FL 33024	Broward College Pines Center 16957 Sheridan Street Pembroke Pines, FL 33331

The Provider may provide services at various locations, apart from those listed above, throughout **Broward** County, Florida.

B-3.2. Service Times.

B-3.2.1. Services shall be provided during days and hours that will encourage clients' participation in adult education services. Because many clients can be better served with extended hours, the Provider is encouraged to offer evening and weekend service times.

B-3.2.2. Any changes in service times and any additional holidays that the Provider wants to observe shall be reviewed and approved in writing by the CCC.

B-3.3. Changes in Location. The Provider shall request approval from the CCC, in writing, a minimum of 45 calendar days prior to making a change, addition, or deletion in service location.

B-4. CLIENTS TO BE SERVED. Refugees/Entrants seeking adult education services.

B-5. CLIENT ELIGIBILITY. Eligible refugees/entrants who have a date of eligibility for less than 60 months. Under 45 CFR § 400.152, clients with a date of eligibility more than 60 months prior to the date of service may be provided citizenship and naturalization preparation services, referrals, and/or interpreter services. A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required in each client case file.

B-6. 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 and/or CWS. CWS has final authority on client eligibility.

B-7. GRANT SERVICE PRIORITIES. This Contract may be funded by any of the grants listed below. A Post Award Notice, provided by the CCC, will specify the grant(s) applicable to this Contract.

B-7.1. Refugee Support Services/Social Services Grant and Refugee Support Services COVID-19 Supplemental Allocation. The following priorities apply:

- B-7.1.1. First Priority.** All newly arriving refugees/entrants during their first (1st) year in the U.S. who apply for services;
- B-7.1.2. Second Priority.** Refugees/entrants who are receiving cash assistance;
- B-7.1.3. Third Priority.** Unemployed refugees/entrants who are not receiving cash assistance; and
- B-7.1.4. Fourth Priority.** Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.

B-7.2. Refugee School Impact Grant Set-Aside, Refugee Support Services/Social Services Grant funds can be used to serve youth clients seeking the Academic Services Pathway. The following priorities apply:

- B-7.2.1. First Priority.** Youth clients who have been in the U.S. for less than 12 months or within twelve 12 months of their date of asylum or applicable eligibility date;
- B-7.2.2. Second Priority.** Youth clients who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
- B-7.2.3. Third Priority.** Youth clients whose date of eligibility in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with written approval of the CCC.

B-7.3. Services to Older Refugees Set-Aside, Refugee Support Services/Social Services Grant funds can be used to serve older refugees/entrants (over the age of 60 years old). The following priorities apply:

- B-7.3.1. First Priority.** All newly arriving older refugees/entrants during their first year of service eligibility who apply for services;
- B-7.3.2. Second Priority.** Older refugees/entrants who have lost, or are at risk of losing, SSI and/or other federal benefits; and
- B-7.3.3. Third Priority.** Older refugees/entrants with the greatest relative risk of nursing home placement.

B-7.4. Refugee Mentoring Set-Aside, Refugee Support Services Grant funds can be used to serve refugees/entrants between the ages of 15 and 24 seeking Mentoring Services. The following priorities apply:

- B-7.4.1. First Priority.** Refugees/ Entrants who have been in the U.S. for less than 12 months or within 12 months of their date of asylum or applicable eligibility date;
- B-7.4.2. Second Priority.** Refugees/Entrants who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
- B-7.4.3. Third Priority.** Clients whose date of eligibility in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with written approval of the CCC.

B-7.5. Refugee Health Promotion (RHP) Set-Aside, Refugee Support Services Grant funds can be used to serve eligible refugees/entrants seeking health promotion services. The following priorities apply:

- B-7.5.1. First Priority.** Refugee/Entrants who have the most persistent, pressing, or underserved health needs;
- B-7.5.2. Second Priority.** All newly arriving refugees/entrants during their first (1st) year in the U.S. who apply for services;
- B-7.5.3. Third Priority.** Refugees/Entrants who are receiving cash assistance;
- B-7.5.4. Fourth Priority.** Unemployed refugees/entrants who are not receiving cash assistance; and
- B-7.5.5. Fifth Priority.** Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.

B-7.6. Afghan Refugee Support Services Supplemental, Refugee Support Services Grant funds can be used to serve eligible Afghan populations as part of Operations Allies Welcome OAW. This funding is intended to provide support for

traditional services provided under RSS base funding, but may also be used, when necessary, for housing (emergency/short-term or long-term), legal assistance, and food assistance. ASA funding is designated to support:

B-7.6.1. Citizens or nationals of Afghanistan paroled (including unaccompanied minors) into the United States under section 212(d)(5) of the Immigration and Nationality Act between July 31, 2021, and December 16, 2022 (or other date as determined by ORR). This group of Afghan Humanitarian Parolees (AHP) is eligible from their eligibility date until March 31, 2023, or until the end of the individual's parole term, whichever is later, unless otherwise amended by law or the individual gains another ORR-eligible category;

B-7.6.2. A spouse or child of any Afghan Humanitarian Parolee described in B-7.6.1, who is paroled into the United States after December 16, 2022 (or other date as determined by ORR). This group is eligible for benefits and services from their eligibility date until March 31, 2023, or the end of the individual's parole term, whichever is later, unless otherwise amended by law or the individual gains another ORR-eligible category or status;

B-7.6.3. A parent or legal guardian of any individual described above in B-7.6.1, who is determined to be an unaccompanied child as defined by 6 U.S.C. § 279(g)(2), who is paroled into the United States after December 16, 2022 (or other date as determined by ORR). This group is eligible for benefits and services from their eligibility date until March 31, 2023, or the end of the individual's parole term, whichever is later, unless otherwise amended by law or the individual gains another ORR-eligible category or status;

B-7.6.4. Citizens and nationals of Afghanistan for whom refugee and entrant assistance activities are authorized (e.g., Special Immigrant Visa holders, Special Immigrants with Conditional Permanent Resident status, SQ/SI parolees, refugees, asylees), whose eligibility date is on or after July 31, 2021. This group is eligible for benefits and services for the traditional ORR eligibility timeframe defined under 45 CFR part 400;

The eligibility date of ASA-eligible populations is October 1, 2021 (if the individual has already entered the community between July 31, 2021, and September 30, 2021) or their date of entry into the community.

- B-7.7. Afghan Services to Older Refugees (ASOR) Supplement, Refugee Support Services (RSS) Services to Older Refugees (SOR) Set-Aside** funds can be used to serve older refugees/entrants (over the age of 60 years old) who meet the eligibility criteria in **B-7.6.1.**, **B-7.6.2.**, **B-7.6.3.** or **B-7.6.4.** Priorities for services can be found in **B-7.3.**
- B-7.8. Afghan Refugee School Impact (ARSI): Support to Schools Initiative (S2S), Refugee Support Services (RSS), Refugee School Impact (RSI) Set-Aside** funds must be, if possible, directed to either a state education agency (SEA) or local education agency (LEA) to serve eligible school age children (Pre-Kindergarten through eighteen years old) and their parents who meet the eligibility criteria in **B-7.6.1.**, **B-7.6.2.**, **B-7.6.3.** or **B-7.6.4.**
- B-7.9. Afghan Refugee School Impact Supplement (ARSI), Refugee Support Services (RSS), Refugee School Impact (RSI) Set-Aside** funds can be used to serve youth clients seeking the Academic Services Pathway who meet the eligibility criteria in **B-7.6.1**, **B-7.6.2.**, **B-7.6.3.** or **B-7.6.4.** Priorities for services can be found in **B-7.2.**
- B-7.10. Afghan Youth Mentoring Supplement (AYM), Refugee Support Services (RSS), Youth Mentoring (YM) Set-Aside** funds can be used to serve ages 15-24 who meet the eligibility criteria in **B-7.6.1.**, **B-7.6.2.**, **B-7.6.3.** or **B-7.6.4.** Priorities for services can be found in **B-7.4.**
- B-7.11. Afghan Refugee Health Promotion Supplement (ARHP), Refugee Support Services (RSS), Refugee Health Promotion (RHP) Set-Aside** funds can be used to serve those who meet the eligibility criteria in **B-7.6.1.**, **B-7.6.2.**, **B-7.6.3.** or **B-7.6.4.** Priorities for services can be found in **B-7.5.**
- B-7.12. Ukrainian Refugee Support Services Supplement, Refugee Support Services (RSS) Grant** funds can be used to serve eligible Ukrainian and other non-Ukrainian individuals in response to their displacement from Ukraine and entry into the U.S. This funding is intended to provide support for traditional services provided under RSS base funding. Ukrainian funding is designated to support:

B-7.12.1. Citizens or nationals of Ukraine who the Department of Homeland Security (DHS) has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit, known as Ukrainian Humanitarian Parolees (UHPs).

B-7.12.2. Non-Ukrainian individuals who last habitually resided in Ukraine, who DHS has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit.

B-7.12.3. A spouse or child of an individual described in section **B-7.12.1.** or **B-7.12.2.** who is paroled into the United States after September 30, 2023.

B-7.12.4. A parent, legal guardian, or primary caregiver of an unaccompanied refugee minor or an unaccompanied child described in section **B-7.12.1.** or **B-7.12.2.** who is paroled into the United States after September 30, 2023.

B-7.13. Other funding sources and/or future funding sources may also be utilized if administered by CWS.

B-8. EQUIPMENT. The Provider shall list all property/equipment purchased under this Contract on a property/equipment inventory list (**EXHIBIT C2 – INVENTORY REPORT**). The inventory report shall include a description and location of the property. A copy of the inventory list is to be maintained in the CCC's file.

B-9. CONTRACT LIMITS.

B-9.1. 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.

B-9.2. Funds for this Contract are administered under the terms of the grant(s) funding this Contract and 45 CFR Parts 400 and 401 and are subject to all grant and Federal regulatory requirements. Due to the unpredictability of refugee arrival patterns, Federal grant requirements, and grant award amounts, CWS reserves the right to add funding to meet additional scope of services and tasks or decrease Contract value if needs change or federal grant amounts decrease.

B-9.3. Non-Employable Entrants cannot receive employability services with the exception of ESOL, [unless otherwise approved by the Office of Refugee Resettlement \(ORR\)](#).

B-9.4. Funds awarded under this Contract may not be used to supplant DOE general revenue funds or any other federal funds awarded to the Provider.

B-9.5. By entering into this Contract, the Provider or any subcontractor providing Adult Education Services represents that it is not also receiving State funds or charging DOE for the same goods and services funded under this Contract. The Provider has a duty to maintain clear records that distinguish its receipt of State and Federal funds and prevent duplicative funding. If at any time, Department staff learns and verifies that the Provider was collecting State funds for the goods and services funded under this Contract, the Provider will have an obligation, as part of a Corrective Action Plan, to refund all State monies to DOE or to refund the Department for all such duplicative funding as determined by the Department. The Corrective Action Plan shall also include provisions that repair the administrative or structural elements in the Provider's organization that allowed such duplicative funding to occur.

EXHIBIT C – TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. SERVICE TASKS

- C-1.1. Comprehensive Refugee Services (CRS) Transition Plan.** The Provider shall develop a transition plan from the existing service delivery model to the CRS model to ensure the continuity of services provided to refugees/entrants in the service area. The plan shall include the following components:
- C-1.1.1.** All tasks and subtasks to be performed and a schedule for all deliverables;
 - C-1.1.2.** The timeframe for the transfer of staff (if applicable), equipment, administrative services and functions, and a plan to ensure suitable contracts are in place with those partners that signed a Memoranda of Understanding, or subcontract. The list should be delineated by service;
 - C-1.1.3.** Any additional services or functions required to ensure the seamless transition in service delivery and the Provider's proposed means of implementation, including timeline;
 - C-1.1.4.** Provisions and timetables for informing and educating staff, stakeholders, community partners, and others on issues relating to the transition; and
 - C-1.1.5.** Provisions for the orderly transition and close-out of all Contract documents, transfer of individual records, and case files from the previous refugee Contract.

The Provider shall submit the CRS Transition Plan to the CCC for review and approval by the due date outlined in **EXHIBIT C5 – REPORTING REQUIREMENTS**.

- C-1.2. CRS Plan.** The Provider shall develop and implement a CRS Plan for Broward County, that outlines an integrated service delivery system for clients and promotes refugee engagement in the community. The plan shall include information on how the Provider intends to promote long-term self-sufficiency and social integration of all refugees served under the CRS program. The plan shall also provide a detailed description of the the Provider's proposed methods for serving refugees and entrants over a large geographical area. The plan shall include the Provider's streamlined and detailed processes for outreach, intake, assessment, case coordination, tracking client (case) progress and follow-up, and the delivery of all services. The CRS Plan shall also outline all the linkages, working agreements, and subcontracts the Provider will incorporate into the integrated service delivery system, including how the Provider shall ensure that clients experience a smooth transition of service delivery between any partner organizations. To whatever extent possible, the Provider shall coordinate and establish a streamlined process to only require one RS determination of eligibility per client, by sharing client information and planning among service providers. The Provider shall ensure that care coordination among program specialists and case managers reduces paperwork, processes, and any potentially conflicting goals for the client. The Provider shall submit the CRS Plan to the CCC for review and approval by the due date outlined in **EXHIBIT C5 – REPORTING REQUIREMENTS**. The CRS Plan may be revised without a formal Contract amendment with the written approval of the CCC, prior to the implementation of the revision.

In the CRS Plan, the Provider shall also include a business case for the provision of each proposed service (e.g., adult education, etc.). The business case shall outline the benefits of the Provider's chosen method for delivering each service while examining the cost-effectiveness and feasibility of each method when compared to other possible methods.

- C-1.3. Quality Management Plan (QMP).** The Provider shall implement a QMP for the CRS integrated service delivery system. The Plan shall include the quality assurance and improvement activities to be conducted by the Provider and any subcontracted organizations, the intervals at which they will be conducted, and the types of data which will be collected, analyzed, and reported. The main goal of the QMP shall be to improve long-term outcomes for refugees within Broward County, and the plan shall outline the use of short-term outcomes and outputs to analyze trends and effects. The plan shall also include reporting to CWS on essential performance data and information, as well as any quality improvement activities for each grant reporting period. The Provider shall submit the QMP to the CCC for review and approval by the due date outlined in **EXHIBIT C5 – REPORTING REQUIREMENTS**. The QMP may be revised without a formal Contract amendment with the written approval of the CCC, prior to the implementation of the revision.

- C-1.4. Outreach Services.** The Provider shall ensure that a variety of appropriate outreach activities are designed to familiarize potentially eligible individuals with available contract services, to explain the purpose of these services, and to facilitate access to these services, as well as familiarize clients with available community resources. 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 CCC for review and approval 45 calendar days prior to publication and dissemination.
- C-1.5. Uptake Analysis.** The Provider shall conduct an annual uptake analysis, for prior year arrivals that identifies the number of eligible clients in the county and the number of clients, demographics of unserved adult education clients, and percentage of unserved adult education clients. The uptake analysis shall be submitted to the CCC by the due dates outlined in **EXHIBIT C5 – REPORTING REQUIREMENTS**.
- C-1.6. Client Eligibility Determination.** The Provider shall determine refugee/entrant program eligibility based on the individual's immigration status, date of status, and if applicable, country of origin using original immigration documents provided by the individual. The period of eligibility is calculated from the client's date of eligible status in the U.S. (e.g., date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.). A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required to accurately determine eligibility. Immigration documentation used to determine eligibility may be scanned and uploaded to RSDS. The latest RS Eligibility Determination guide is online at <https://www.myflfamilies.com/service-programs/refugee-services/eligibility-guide.shtml>.
- C-1.7. Income Eligibility Determination.** CWS shall determine income eligibility for legal services, child care services, and clients interested in vocational training. The income eligibility determination shall include documentation (signed by the client) in the client's file that the total income calculated for the family does not exceed the **185%** of the federal poverty level income standards. Income eligibility shall be determined at the time of intake and for services occurring after the refugee/entrant has obtained legal permanent resident status. In order to receive child care services, family income must be less than or equal to **185%** of Federal Poverty Level guidelines at initial determination of eligibility and less than or equal to **200%** of Federal Poverty Level guidelines at child care eligibility redetermination.
- C-1.8. Immigration Status Verification.** Providers without lawful access to the SAVE/VIS Program shall clarify client eligibility using the procedures on page 5-2 of the Refugee Program Eligibility Guide for Service Providers. Providers with lawful access to the SAVE/VIS Program shall use the SAVE/VIS Program and shall:
- C-1.8.1.** Obtain a written, signed release from each applicant authorizing the release of the DHS data to DCF-ESS Florida, RS, and the Provider.
- C-1.8.2.** 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-1.8.3.** Provide to CWS names, addresses, and contact information of Provider staff using the SAVE/VIS Program.
- C-1.9. Intake.** Upon determination of client eligibility and income eligibility, CWS 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., date of eligible status (e.g., date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.), current county of residence, date of birth, gender, and, if applicable and if available, Social Security Number and port of entry.
- CWS shall conduct an intake on all eligible clients regardless of employment authorization status; whether or not the clients are receiving public benefits.
- CWS shall obtain clients' signatures on the RS approved intake form attesting to the accuracy of information and the acceptance of services. Forms must be provided to clients in their native language in compliance with the LEP policy.
- C-1.10. 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 **EXHIBIT C3 – CLIENT RELEASE OF INFORMATION FORM** and update the applicable release information in RSDS.

- C-1.10.1.** Social Security Number;
- C-1.10.2.** DHS SAVE/VIS data;
- C-1.10.3.** PHI;
- C-1.10.4.** Financial Information;
- C-1.10.5.** Employment Outcome Disclosures; and/or
- C-1.10.6.** Contact Information Disclosures.

In the event a client refuses to sign the 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 form may be implemented without the need of a formal Contract amendment.

- C-1.11. Refugee Services (RS) Assessment and Referrals.** CWS shall complete an approved in-depth assessment to determine the service delivery needs and provide necessary referrals to CRS and mainstream programs for all eligible refugees/entrants resettling in the area. CWS shall complete a Client Eligibility Determination, and Client Release of Information Form, for all clients who are assessed. The applicable assessment type may vary as follows:
 - C-1.11.1. Initial Refugee Services (RS) Assessment.** For all new clients and their families within their first twelve (12) months of eligibility, including those who have relocated or migrated to the service area, CWS shall complete an approved in-depth face-to-face Initial RS Assessment within 20 calendar days of the CRS intake. This is a required component of the FSSP.
 - C-1.11.2. RS Follow-up Assessment.** Using the approved assessment tool, CWS shall contact the client to complete a follow-up assessment on all clients who received an Initial RS assessment. Follow-up assessment shall be completed at six (6) months and twelve (12) months after the Initial RS Assessment, or at a time period identified by the Department based on Federal reporting requirements. The 12-month assessment may be completed within the month prior or the month of the 12-month RS Assessment follow up due date. This is a required component of the FSSP.
 - C-1.11.3. Returning Client Assessment and Referrals.** For clients who have received RS-funded services in the service area, and are returning for additional services, CWS is not required to complete an Initial RS Assessment and may refer returning clients directly to services as appropriate. However, CWS may choose to complete the RS Assessment for returning vulnerable refugee/entrant clients who have experienced a qualifying event and may be seeking Tiered Case Management services. Returning client assessments are not considered initial assessments and thus do not require RS Follow-ups.
- C-1.12. CRS Orientation.** The Provider may provide CRS orientation services to all eligible clients who have received an intake regardless of employment authorization status. CRS orientation services may include, but are not limited to, information on:
 - C-1.12.1.** Expectations regarding employment and services provided by the employment program, including job development, job referrals;
 - C-1.12.2.** Additional services available through the CRS program, including child care, English language training, vocational training, youth services, and legal services;
 - C-1.12.3.** Information on the importance of health care, health insurance requirements per the Affordable Care Act, availability of health insurance through the health insurance marketplace, and how to access healthcare through the marketplace; and
 - C-1.12.4.** Services that may be available in the community.

C-1.12.5. If the Provider deems it necessary, a more in-depth orientation may be offered to refugees and entrants. Topics may include, but are not limited to, daily living skills, cultural adjustment, public transportation, and money management.

C-1.13. Case Coordination. The Provider shall create an integrated and streamlined case coordination system that provides assessment, planning, and coordination of RS with the overall goal of economic self-sufficiency and social integration. Case coordination shall include referrals to outside agencies and access to assistive services, such as transportation and interpretation, when necessary. Case coordination may also include other activities such as counseling clients on how to identify and address physical and mental health needs. Additional case coordination services may be provided in accordance with CFR 400.154 and 400.155, the Department's State Plan, and the CRS Plan.

The Provider shall ensure clients that require a Family Self-Sufficiency Plan (FSSP) are referred to CWS.

C-1.13.1. Family Self Sufficiency Plan (FSSP). The FSSP is required for clients seeking to receive employability services as described in 45 CFR § 400.154.

CWS shall develop a FSSP within 20 calendar days of intake for anyone who receives employment 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 (1) or more family members. The FSSP is a living document that begins with a comprehensive assessment and is updated throughout the service period. Each plan shall include the following:

C-1.13.1.1. Initial RS Assessment for each individual member in the household, including children, that looks at the strengths/assets and stressors/barriers of each individual.

C-1.13.1.2. Short-term and long-term goals and strategies for overcoming barriers.

C-1.13.1.3. Referral to services to overcome barriers to achieving self-sufficiency.

C-1.13.1.4. RS Follow-up Assessments as outlined in **Section C-1.11.2.**

C-1.13.1.5. A Household Budget. Each budget shall include the following:

C-1.13.1.5.1. A determination of the total amount of income a particular family would have to earn to achieve economic self-sufficiency; and

C-1.13.1.5.2. 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.

C-1.13.1.6. Employability plans as outlined in 45 CFR §400.79, for every employable family member receiving employment services as a part of the above strategy and timetable and as described in the Employability Plan Form developed with the client.

C-1.14. Adult Education (AE) Services. The Provider may develop a method of delivering AE Services to appropriate clients. If the Provider offers AE services these shall include the following minimum components:

C-1.14.1. Pre-Test Standardized Assessment. The Provider shall conduct an evaluation of the client's English language ability and/or educational level using standardized assessment instruments administered as a pre-test and maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. For vouchered clients, the Provider is not responsible for conducting an evaluation of the client's English language ability and/or educational level themselves but shall maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. The date of the pre-test assessment cannot precede the client intake date.

C-1.14.2. Enrollments. The Provider shall enroll clients in the appropriate education program based on the client's educational needs. The Provider may provide the following:

- C-1.14.2.1. English Language Enrollment.** The Provider shall enroll clients in the appropriate level of ELI based on the client's performance on standardized assessment instruments. The Provider shall offer ELI enrollments into courses including, but not limited to:
- C-1.14.2.1.1. English for Speakers of Other Languages (ESOL); and**
- C-1.14.2.1.2. English Literacy for Career and Technical Education (ELCATE).**
- C-1.14.2.2. High School Equivalency Diploma Program.**
- C-1.14.2.3. Citizenship Preparation Courses.**
- C-1.14.2.4. ABE Courses.**
- C-1.14.2.5. Vouchers.** The Provider may distribute vouchers to eligible clients for the clients to enroll in appropriate ELI courses.
- C-1.14.3. Refugee-Specific Instructional Services.** If the course offerings in the mainstream classes are not appropriate for the needs of the refugee population in the community, the Provider may provide refugee-specific classes. The Provider shall determine the number of staff and refugee-specific instructional hours necessary for each ELI course. If refugee-specific classes are offered, the Provider shall submit a report by the due dates outlined in **EXHIBIT C5 – REPORTING REQUIREMENTS** to the CCC outlining the following:
- C-1.14.3.1.** Types of ELI Courses that will be offered;
- C-1.14.3.2.** Number of enrolled students in each course;
- C-1.14.3.3.** Number of staff needed to instruct each course;
- C-1.14.3.4.** Total anticipated refugee-specific instructional hours; and
- C-1.14.3.5.** Class Schedule.
- C-1.14.4. Post-Test Standardized Assessment.** The Provider shall assess progression of clients at the completion of each course utilizing standardized assessment instruments. The Provider shall document in the client file and in RSDS the attainment of LCPs, or documented progress, along with applicable post test scores obtained using standardized assessment instruments during the assessments. Post test scores may be used for placement in subsequent educational courses.
- C-1.14.5. Guidance and Retention.** The Provider may deliver guidance and retention services designed to assist the client's progression and retention in the program(s) in which they are enrolled. This may include, but is not limited to, course advising, attendance tracking and guidance, support service needs identification and referrals, follow-up on recommendations and outcomes of testing, and the value of enrollment in at least one (1) or more courses over consecutive terms.
- C-1.15. Additional Services.** The Provider may provide additional services allowed under State and Federal laws and regulations, namely 45 CFR Parts 400.154 and 400.155, or State Grant Awards. Any such service shall be provided as agreed to in the CRS Plan. These services must contribute to the integration and self-sufficiency outcomes of refugees, and may include, but are not limited to translation services, interpreter services, transportation assistance, and emergency client assistance.
- C-1.16. Case Notes.** The Provider shall maintain electronic or hard-copy readable case narrative information, in chronological format, recording critical contact with the client. Information documented should clearly describe status of the services being provided and what is happening with the client including what specific services and/or activities are being performed by the provider to assist the client in achieving the employability plan goals. The Provider shall contact clients on a monthly basis regarding referrals, placements, problem resolution and progress made on the employability plan tasks and goals. Contact shall be documented in the case notes and, at a minimum, shall include:
- C-1.16.1.** The purpose for the client contact(s);
- C-1.16.2.** Client's progress, including any problems identified by the client(s);

- C-1.16.3.** How problems/barriers identified were addressed by the Provider;
 - C-1.16.4.** Detailed information on service activities and planned future activities with dates of service delivery;
 - C-1.16.5.** Referrals to other service providers; and
 - C-1.16.6.** Closing entries that provide a summation of the clients' overall status.
- C-1.17. Transportation.** The Provider may provide transportation assistance to clients when necessary for participation in CRS activities including, but not limited to employability training or the acceptance or retention of employment, adult education participation, limited by the Provider's line-item budget, which identifies vehicle usage to clients and/or fare passes on public transportation systems. If issuing transportation passes, the Provider shall maintain a tracking log and supporting documentation of the purchase and issuance of cards to eligible clients. Delivery of transportation services to clients shall be documented in RSDS.
- C-1.18. Data Security and Access Request Forms.** The Provider shall ensure that its staff whose duties require them to access client information through the RSDS must complete the following annually:
- C-1.18.1.** DCF Security Agreement (form **CF 0114**, which is available from the CCC);
 - C-1.18.2.** DCF Security Awareness Training, as specified in **Section 5.5.2.** of the Standard Contract; and
 - C-1.18.3. EXHIBIT C4 – RSDS SECURITY ACCESS REQUEST FORM.** Any subsequent revisions to the **EXHIBIT C4 – RSDS SECURITY ACCESS REQUEST FORM** may be implemented without the need of a formal Contract amendment.
- C-1.19. Electronic Data.** The Provider shall use the CWS Case Management application and/or RSDS application to submit electronic data with the required data elements as specified in the RSDS Application User Guide or any subsequent revisions to this guide without the requirement of a Contract amendment. The Provider shall submit electronic data via direct entry into RSDS or via batch interface, as required by CWS and/or RS.
- C-1.20. 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:
- C-1.20.1.** Identifies the language(s) likely to be encountered while providing contract services;
 - C-1.20.2.** Estimates the number of eligible people likely to be affected by the need for language interpretation assistance;
 - C-1.20.3.** Establishes an in-house point of contact who is competent to provide language interpretation services or competent to provide document translation assistance for written documents;
 - C-1.20.4.** Identifies a process by which language interpretation services not available on-site shall be provided to LEP persons;
 - C-1.20.5.** 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;
 - C-1.20.6.** 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;
 - C-1.20.7.** Identifies how the service provider shall inform and train staff; and identify the frequency of staff training;
 - C-1.20.8.** 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; and
 - C-1.20.9.** The level and depth of compliance a service provider must meet in order to comply with requirements of Title VI of the Civil Rights Act of 1964 can be determined by using the compliance requirement criteria below. If the refugee/entrant population to be served:

- C-1.20.9.1.** Is 10% of the eligible population or 3,000 (whichever is less), the service provider shall provide translated written documents, including vital documents for the group.
- C-1.20.9.2.** Is 5% of the eligible population or 1,000 (whichever is less), the service provider, at a minimum, shall translate vital documents, while other document translations can be oral.
- C-1.20.9.3.** Is fewer than 100 persons, the service provider is not required to translate written materials but shall 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 LEP plan for compliance to RS within 45 calendar days following the Contract effective date and submit the LEP Policy Questionnaire annually thereafter. Failure to comply with this requirement may place the Provider in Breach of Contract and the Provider may be penalized as provided in **Section 6.1.** of the Standard Contract.

- C-1.21. CRS Quarterly Review.** The Provider shall participate in quarterly meetings with CWS to review Contract performance and discuss the Provider's progression towards meeting Contractual goals. The CRS Quarterly Review agenda may include, but is not limited to, reviewing deliverables, minimums, performance data, costs associated with providing services, arrival and intake data, and any programmatic/administrative concerns. [The dates of the meetings shall be negotiated with CWS and included in the CRS plan.](#)
- C-1.22. Termination of Client Services.** The Provider shall terminate a client's case for the following reasons:
 - C-1.22.1.** Client completion of all objectives and no longer in need of services;
 - C-1.22.2.** Client no longer meets eligibility criteria for the program;
 - C-1.22.3.** Written or verbal notification by the client of withdrawal from the program;
 - C-1.22.4.** Client relocation out of the service area;
 - C-1.22.5.** Non-participation of the client; the client has not participated in service for 30 calendar days or as appropriate for the particular service, as described below;
 - C-1.22.5.1.** For Adult Education Services non-participation is 12 consecutive months;
 - C-1.22.6.** Unsuccessful closure; client participated but objectives not achieved; or
 - C-1.22.7.** Death of the client.
- C-1.23. Client Case File.** For each client served, the Provider shall maintain an electronic or hard-copy case file that includes a detailed chronological account of service delivery including, but not limited to, the following:
 - C-1.23.1.** Eligibility documentation, including a legible copy of the front and back (if applicable) of immigration documentation;
 - C-1.23.2.** Intake information;
 - C-1.23.3.** Client Release of Information Form;
 - C-1.23.4.** Case notes; if applicable, including face-to-face contact, client activities, status in achieving goals, any changes in client or family situation, or any other issues that assist or hinder client progression;
 - C-1.23.5.** Referral information;
 - C-1.23.6.** Termination of client services documentation;
 - C-1.23.7.** Client Assessment(s);
 - C-1.23.8.** AE Services documentation (e.g., information on course enrollment, assessment of English language ability, client progression assessment, course completion, or other activities); and
 - C-1.23.9.** Documentation of additional services provided, such as emergency client assistance, translation and/or interpretation services.

C-1.24. Task Limits.

- C-1.24.1.** The Provider shall not make stipend payments to a client under the terms of this Contract.
- C-1.24.2.** The Provider shall not perform any tasks related to the program, other than those described in this Contract, without the express written consent of CWS.
- C-1.24.3.** 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.
- C-1.24.4.** 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.
- C-1.24.5.** The Provider is prohibited from filing an application to make the person eligible for services under this Contract. A client must already have an eligible immigration status or classification at the point of intake to establish service eligibility.
- C-1.24.6.** No civil litigation/representation against the Federal, State or Local government shall be provided for matters other than immigration and immigration-related issues.
- C-1.24.7.** Expiration of the Contract period does not close services to clients. All pending services not resolved within this Contract term shall be carried over into the next Contract term or referred to another provider.
- C-1.24.8.** Clients are limited to three (3) enrollments in a particular level or course in an attempt to achieve documented progress. If the client is unsuccessful in achieving documented progress in said level or course after three (3) attempts, the Provider shall refer the client to other funding sources/programs that are more suited to meet the client's needs.
- C-1.24.9.** Course offerings under this Contract are limited to those that are within the frameworks developed by the DOE or those approved in writing by the CCC no fewer than 45 calendar days prior to implementation.
- C-1.24.10.** The Provider shall document client progression assessment information using those standardized testing instruments identified in Rules 6A-6.014(4), 6A-6.014(5), and 6A-10.040, F.A.C. or DOE-issued document that supersedes these F.A.C. and any subsequent revisions thereto.
- C-1.24.11.** The Provider shall not be reimbursed or paid under this Contract for individuals enrolled in Adult Education who are also enrolled in a K-12th grade public school program.

C-2. ADMINISTRATIVE TASKS**C-2.1. Staffing**

- C-2.1.1.** 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 CCC, in writing, within 7 calendar days following the loss of a staff member funded by this Contract in part or in whole.
- C-2.1.2.** The staffing levels are contained in the Project Budget Summary and shall be sustained throughout the Contract period. In the event CWS determines that the Provider's staffing levels do not conform to those set forth in the project budget summary, it will advise the Provider in writing, and the Provider shall have 30 calendar days to remedy the identified staffing deficiencies.
- C-2.1.3.** The Provider may make staffing changes for those positions funded either in whole or in part with funds from this Contract. The CCC must be notified in writing when a change of incumbent staff occurs. 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 Project Budget Summary, and cost allocation (if applicable). 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.

C-2.2. Professional Qualifications

- C-2.2.1.** 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.
- C-2.2.2.** 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 youth served by the Provider. Security background investigation documentation shall be maintained on file with the Providers' employment records.
- C-2.2.3.** The Provider shall maintain staff for data and quality management functions who possess experience with computer-based information systems, technical assistance, and knowledge of the organization's system design. CWS reserves the right to request the resume of data staff to ensure qualifications are appropriate for the position.

C-2.3. Subcontracting

- C-2.3.1.** Subject to **Section 4.3.** of the Standard Contract, the Provider shall not subcontract for services under the terms of this Contract. 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.
- C-2.3.2.** (If applicable) The Provider shall execute contracts for subcontracted services within 90 calendar 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 CCC prior to the expiration of the 90-day deadline. Within 30 calendar days of executing contracts for subcontracted services, the Provider shall provide CCC copies of the executed subcontract.
- C-2.3.3.** Subcontract Agreements. (If applicable) 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.

C-2.4. Records and Documentation

- C-2.4.1. Client Records.** The Provider shall maintain client information as follows:
- C-2.4.1.1.** 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.
- C-2.4.1.2.** 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 ORR requirements.
- C-2.4.2. Format Requirements.** Submission of documents produced by the Provider to satisfy the requirements of this section must be submitted to CWS in Microsoft Office product format in the versions used by CWS at the time of submission.
- C-2.4.3. 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 CWS harmless from any claim or damage, including reasonable attorneys' fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records, whether public record or not, and promises to defend CWS against the same at its expense.
- C-2.4.4. 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 CWS upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

C-2.4.5. 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 CWS approval.

C-2.5. Reports (programmatic and to support payment)

C-2.5.1. Required Reporting Submission. The Provider shall submit reports according to the reporting requirements specified in **EXHIBIT C5 – REPORTING REQUIREMENTS**. In the case of an anticipated delay in meeting this requirement, the Provider shall submit a written justification for the delay and a request for an extension to the CCC prior to the expiration of the submission deadline. Only submittals received by the due date or pursuant to an approved extension will be considered timely. All due dates not specifically identified are calendar days.

C-2.5.2. Additional Reporting Requirements. The Provider shall provide additional reporting pertaining to the services rendered in the Contract should CWS determine this to be necessary.

C-2.5.3. Data Reports.

C-2.5.3.1. Data Entry Deadlines. The Provider shall submit to CWS by the 7th of each month, except in emergency circumstances and as approved in writing by the CCC. The reports produced by CWS and/or RS are the official record of deliverables and overall program performance, unless notified immediately of discrepancies.

C-2.5.3.2. Data Integrity. If notified by CWS of reporting discrepancies, the Provider has two (2) 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 two (2) business days of the notification. The Provider shall notify the CCC when corrections are needed and again when corrections are completed.

C-2.5.4. 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 6.1.** of the Standard Contract.

C-2.6. Provider Responsibilities

C-2.6.1. Provider Unique Activities

C-2.6.1.1. The Provider must be knowledgeable of the refugee/entrant populations to be served in the identified service area.

C-2.6.1.2. 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.

C-2.6.1.3. 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.

C-2.6.1.4. 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.

C-2.6.2. Coordination with Other Providers/Entities

- C-2.6.2.1.** CWS may undertake or award other contracts for additional or related work, and the Provider shall fully cooperate with other such Providers, CWS employees, 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.
- C-2.6.2.2.** The Provider shall attend the scheduled Refugee Task Force meetings for their service delivery area. The Provider shall participate in, present at, and collaborate with other social service agencies at the meetings.

C-2.7. Refugee Clients under Age 18. Providers who care for children and youth shall have and provide to CWS 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.

C-2.8. 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.

C-3. STANDARD CONTRACT REQUIREMENTS Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.

EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS

Name of Organization:		
Location:		
Contract number:		
Type of service:		
Report Period:	<u>Fall/Winter</u> October 1 – March 31	<u>Spring/Summer</u> April 1 – September 30

Section A: Accomplishments

Report <u>specific, measurable activities</u> related to refugees' attainment of self-sufficiency and integration. Please be sure to include accomplishments pertaining to the Afghan and Ukrainian eligible populations.		
Topic	Activities/Services	Outcome

Section B: Challenges & Emerging Issues

Report any <u>challenges or emerging issues</u> related to refugees' attainment of self-sufficiency and integration. Please be sure to include challenges or emerging issues in Afghan and Ukrainian eligible populations.		
Topic	Challenge/Emerging Issue	Action & Resolution

Section C: Promising Practices

Report any promising practices adopted in the reporting period related to refugees' attainment of self-sufficiency and integration. Please be sure to include promising practices in Afghan and Ukrainian eligible populations.		
Topic	Promising Practice	Action & Resolution

Section D: Client Success Stories

Please provide one (1) success story of a refugee who received services during the reporting period.

Section E: Housing Assistance

Please report on any housing assistance that was provided during the reporting period.



EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS (cont.)

Topic Options for Sections A, B, and C	Topic Definition
Community Resources for Clients	Community resources for clients refers to the accessibility and availability of non-ORR services or programs for clients
Documentation/Records Management	Documentation/Records management refers to the maintenance and organization of case and program level documentation (i.e., case files, database, confidentiality, etc.)
Eligibility	Eligibility refers to the determination or documentation of eligibility of ORR programs and services
Program Development	Program development refers to building capacity and support for refugee assistance programs (i.e., outreach/education, partnerships, etc.)
Services	Services refer to the services and benefits specific to refugee assistance programs (e.g., health, employment, social, intensive case management (W-F), etc.)
Other	“Other” is used to document accomplishments, challenges and promising practices that do not specifically relate to the above-mentioned topics

EXHIBIT C3 – CLIENT RELEASE OF INFORMATION FORM



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-VII of this form and the purpose for each, requesting the client initial each applicable section.

Client Initials

I. SOCIAL SECURITY NUMBER DISCLOSURE

[Empty box for Social Security Number]

I hereby agree to provide my social security number(s) to the Florida Department of Children and Families (DCF)/Refugee Service Program, though I understand I am not required to do so under the law. I further authorize the Florida Department of Children and Families/Refugee Services Program to use my social security number(s) for identity, income, employment, and eligibility verification, as well as other purposes related to the administration of DCF programs.

II. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) DISCLOSURE

[Empty box for Systematic Alien Verification]

I hereby authorize the release of Department of Homeland Security data pertinent to my immigration status to the Florida Department of Children and Families/Refugee Services Program and Church World Service, Inc., to access Federal public benefits and/or Refugee Services-funded services.

III. PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE

[Empty box for Protected Health Information]

I hereby authorize the release of my PHI to the Florida Department of Children and Families/Refugee Services Program for the purpose of determining eligibility for services or special exemption from program requirements.

IV. FINANCIAL INFORMATION DISCLOSURE

[Empty box for Financial Information]

I hereby authorize the release of my financial information to the Florida Department of Children and Families/Refugee Services Program for the purpose of determining eligibility for services, employment outcomes and/or economic statistics.

V. EMPLOYMENT OUTCOME DISCLOSURE INFORMATION

[Empty box for Employment Outcome]

I hereby authorize the release of my employment information to the Florida Department of Children and Families/Refugee Services Program, for the purpose of verifying employment and determining the outcome of employment services. This data may include but is not limited to, Employee Information (Name, Date of Birth and Social Security Number), Employer Information, Employment Information (Job Title, most recent Start Date, and Termination Date, if applicable), and Salary/Benefits Information (Rate of Pay, Average Hours per Pay Period, Wages, Access to Health Insurance, etc.).

VI. CONTACT INFORMATION DISCLOSURE FOR CONDUCTING A SURVEY

[Empty box for Contact Information]

I hereby authorize the release of my contact information: Full Name, Local Address, Cell/Home Phone Number, and Email address to the vendor approved by the Florida Department of Children and Families/Refugee Services Program for the purpose of conducting a survey to rate my refugee experience and generally assess refugee needs.

VII. CONTACT INFORMATION DISCLOSURE FROM ADULT EDUCATION SERVICE PROVIDERS

[Empty box for Adult Education Service Providers]

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, Adult Education test scores, Documentation of Vocational Program Completion, and ESOL level by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Adult Education provider to the Refugee Services funded Employment service provider so they can contact me to explain the employment and vocational training I might be eligible to receive.

CLIENT RIGHTS

- I have the right to revoke this authorization at any time by writing to the Florida Department of Children and Families/Refugee Services Program and Church World Service, Inc.
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/Refugee Services Program and Church World Service, Inc., will give me a copy of this form upon my request.
I understand that this authorization will expire at the conclusion of my Refugee Services eligibility period (60 months from date of eligibility) unless I specify a different date.
I understand that information such as Full Name, Alien Number, Date of Birth, Nationality, Migration Status, Services, English Language Ability, Education Level and Family Self-Sufficiency Plan goals will be released to the Florida Department of Children and Families/Refugee Services Program and the Office of Refugee Resettlement (ORR) for the purposes of better understanding client goals, services utilized, and outcomes achieved by the populations ORR serves.
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.

Client Name

Client Signature

Date

Provider Use Only: I have explained this form and its purpose to the client and the client has refused to sign.

Provider Signature

Date



EXHIBIT C4- RSDS SECURITY ACCESS REQUEST FORM



REFUGEE SERVICES DATA SYSTEM SECURITY ACCESS REQUEST (SAR)

REVISED: 6/16/2020

Date: _____ Contract Number: _____

Provider / Program Name: _____

Employee Requesting RSDS Access: _____

Employee Position Title: _____

Employee Email Address: _____

Employee Phone: _____

Purpose for Access: _____

Attachments required with this form:

- DCF Security Agreement (form CF 0114, pg 1 and 2), signed and dated by both the supervisor and employee requesting RSDS access.
- DCF Security Awareness Training Certificate (Internet training certificate).

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

DCF Security Awareness Training can be reached going to the DCF internet site at:
<https://www.myflfamilies.com/general-information/dcf-training>. You will need to follow the link "Security Awareness Training" in the middle of the page.

Supervisor's Name

Supervisor's Signature:

Data Security Officer's Name:

Data Security Officer's Signature:

Date of Approval:

Date of Approval:

Date of Approval:



EXHIBIT C5 – REPORTING REQUIREMENTS

For Reporting Requirements, submission of hard copies is not required until further notice. For the purpose of this Contract, an acceptable “original signature” on an electronic copy is defined as the signature of the authorized signatory using pen and ink; a certified electronic signature; or signed through DocuSign.

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	Office
Invoice EXHIBIT F4	Monthly	15th day of each month	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Narrative Reporting Requirements, as specified in EXHIBIT C1	Semi-Annually	April 5 October 5	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Actual Expenditure Report EXHIBIT F6	Quarterly	30 calendar days following the end of the quarter	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Limited English Proficiency (LEP) Policy	Within 45 calendar days following the Contract effective date and the LEP Policy Questionnaire annually thereafter	November 15	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Financial and Compliance Audit and accompanying management letter as specified in Attachment 1	Annually	Within 160 calendar days following Provider's fiscal year end or within 30 calendar days of Provider's receipt of the audit report, whichever occurs first	1 electronic copy to the CCC	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Inventory Report EXHIBIT C2	Annually and 45 calendar days prior to completion of Contract	August 15	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Emergency Preparedness Plan as specified in Section 9.2 of the Standard Contract	Within 20 calendar 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	October 20	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Civil Rights Compliance Checklist as	Within 20 calendar days of Contract	October 20	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org

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specified in Section 7.13 of the Standard Contract	execution and annually thereafter			
Proof of Liability Insurance as specified in Section 4.5. of the Standard Contract	Within 20 calendar days of Contract execution and annually thereafter	October 20	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Support to the Deaf or Hard of Hearing as specified in Section 9.3.2 of the Standard Contract	Monthly	4 th business day of each month	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Employment Screening Affidavit as specified in Section 4.14.2. of the Standard Contract	Annually	July 15	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
CRS Transition Plan	As determined by CCC	As determined by CCC	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
CRS Plan	Within 30 calendar days of Contract effective date (March 30, 2020) and annually thereafter	March 30	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Uptake Analysis	Annually	December 30	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Quality Management Plan (QMP)	45 calendar days after Contract effective date	April 15, 2020	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Executive Compensation Annual Report, PCMT-08-2021	May 1, 2022, and annually thereafter	May 1	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Refugee-Specific Course Offerings	Quarterly/Term	March 20 June 20 August 20 December 20	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@cwsglobal.org
*Due dates that fall on holidays are due the following business day.				

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**EXHIBIT C10 – CHILD CARE REFERRAL
Non-TANF Refugee Services**

1. To: Provider Name 2. Date of Referral _____
3. Address of Eligibility Center _____ Phone#: _____

4. Parent's Name _____		DOB: _____	
5. a. Address _____		Phone: _____	
6. Parent's Alien Number _____	7. Parent's Date of Eligibility into U.S _____	8. Country of Origin _____	
9. Spouse / Second Parent Name if in the Home _____	10. Spouse/2 nd Parent's Alien # _____	11. Spouse/2 nd Parent's Date of Eligibility into U. S _____	12. Country of Origin of 2 nd Parent _____
13. Services Currently Being Received By Parent: _____ (i.e. Medicaid, TANF Support Services, etc.) _____			

14. Referral Source (i.e., Employment, Adult Ed., Matching Grant): (Select one)		
<input type="checkbox"/> Employment Provider	<input type="checkbox"/> Adult Education Provider	<input type="checkbox"/> Matching Grant Program
15. Priorities: (Select one)		
First - <input type="checkbox"/> Currently employed and placed by an Employment Provider or Matching Grant Program.		
Second - <input type="checkbox"/> Currently enrolled full-time in Adult Education classes.		
Third - <input type="checkbox"/> Currently enrolled part-time in Adult Education classes or ESOL.		
Fourth - <input type="checkbox"/> Currently enrolled with an Employment Provider or Matching Grant Program and is actively seeking employment.		
16. Date of employment or enrollment in an employment or adult education program. _____	17. Employed at Date of Referral <input type="checkbox"/> Yes <input type="checkbox"/> No	18. Employed 6 mo. <input type="checkbox"/>
ESOL or Adult Education registration period: _____	Family Size: _____	19. Termination Date _____
		20. Reason: _____

Employment Location	Address	Phone
Parent: _____	_____	_____
2 nd Parent: _____	_____	_____

21. Names of Children _____	22. Date of Birth _____	23. Social Security # (If Available) _____	24. Alien # _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attachments:	25. Copy of current immunization record <input type="checkbox"/>	26. Copy of Child(ren)'s Birth Certificate <input type="checkbox"/>
	27. Copy of Child(ren)'s physical examination record (completed within last 12 mos.) <input type="checkbox"/>	
	28. Copy of USCIS Documentation showing refugee/entrant status <input type="checkbox"/> (If Available)	
	29. Copy of Social Security Cards <input type="checkbox"/> (If Available)	

Comments: _____

30. Name & Telephone # of Referring Agency _____

Signature of Representative

Date Form Completed



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EXHIBIT D – DELIVERABLES

D-1. Service Units.

D-1.1. The Provider shall provide the following service units or unduplicated clients for the period of **October 1, 2022 through September 30, 2023.**

D-1.1.1. The Provider shall enroll clients into at least **630** refugee-specific classes.

D-1.2. Deliverables and minimums for future years will be added via formal Contract amendment.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES**E-1. MINIMUM PERFORMANCE MEASURES.**

E-1.1. The following performance measures will be reviewed and calculated as indicated for the period **October 1, 2022 through September 30, 2025**. Failure to meet performance standards may result in corrective action or Contract termination as provided in **Section 6.2.** of the Standard Contract. Clients who were carried over from prior expired or terminated Contracts will be included in the below performance measures.

Term Performance Measures:

E-1.1.1. Fifty-five percent (55%) of ELI courses in which clients are enrolled (and not withdrawn) within a reporting period will result in a completion.

E-1.1.2. Forty-five percent (45%) of ELI courses completed by clients within a reporting period shall result in a successful completion or an LCP as validated by standardized assessment instruments.

E-1.2. Description of Performance Measurement Terms.

E-1.2.1. RS Population Report. A quarterly report developed by the RS Program to summarize the new population based on arrival data from local resettlement agencies, Florida Department of Health, DCF-ESS, and the Worldwide Refugee Admission Processing System.

E-1.2.2. Completion. Means that clients are able, according to DOE standards, to take the related standardized test (such as CASAS test) and the results (including course end date and reason) have been entered in RSDS.

E-1.2.3. Completion Points. Point(s) attained representing OCP or LCP or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks.

E-1.2.4. Enrollment. Means clients have an end date (have not withdrawn) and have an outcome for each course.

E-1.2.5. ELI. Courses; as defined in **EXHIBIT A1 – PROGRAMMATIC DEFINITIONS**, includes ESOL, ESOLAS, English Literacy for Career and Technical Education.

E-1.2.6. Withdrawn. Includes death of the client, the client has withdrawn from the course within one month of course start date, relocated, or obtained employment and is no longer able to attend the course.

E-1.2.7. Successful Completion. Clients who complete a course and attain competencies as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks earning a Pass designation.

E-2. Performance Evaluation Methodology for the **October 1, 2022 through September 30, 2025.**

E-2.1. The calculation of performance measure **E.1.1.1** shall be determined using the following:

# ELI courses completed by clients (and not withdrawn) within the reporting period that resulted in a completion	≥	55%
# ELI courses in which clients are enrolled (and not withdrawn) within the reporting period		

E-2.2. The calculation of performance measure **E.1.1.2** shall be determined using the following:

# ELI courses completed by clients within the reporting period that resulted in a successful completion or LCP	≥	45%
# ELI courses completed by clients within the reporting period		

EXHIBIT F – METHOD OF PAYMENT

F-1. This is a Fixed Rate/Cost Reimbursement Contract.

F-2. Total Contract Amount. CWS will reimburse the Provider for the delivery of services rendered in accordance with the terms of the Contract and CWS will reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract, up to a Total Contract Amount as outlined in the table below. As funding is based on the availability of funds, the Contract amount may be increased or decreased at any time. Budgets for future years will be added via formal Contract amendment.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
March 1, 2020 – September 30, 2020	\$270,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
October 1, 2022 – September 30, 2023	\$400,000.00
October 1, 2023 – September 30, 2024	\$400,000.00
October 1, 2024 – September 30, 2025	\$400,000.00
Total Contract Amount	\$2,174,077.00

F-3. Service Units.

F-3.1. Fixed Rate (Unit Costs). CWS agrees to pay the Provider for the delivery of all service units verified during the reporting period, at the unit rate outlined in **EXHIBIT F3 – SERVICE UNIT RATE TABLE** and up to a total amount as outlined in the table below. Adjustments to **EXHIBIT F3 – SERVICE UNIT RATE TABLE** may be made without a formal Contract amendment, reflecting CWS and Provider's written agreement of the price that should be applied. Although based on unit price, this Contract is funded by a federal grant and Contract payments must ultimately be based on actual unit costs.

Total Fixed Rate Amount (by budget period)	
Budget Period	Fixed Rate Budget Amount
March 1, 2020 – September 30, 2020	\$257,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
October 1, 2022 – September 30, 2023	\$400,000.00
October 1, 2023 – September 30, 2024	\$400,000.00
October 1, 2024 – September 30, 2025	\$400,000.00
Total Contract Amount	\$2,161,077.00

F-3.2. Service Unit Rates. Service unit rates are estimated costs of performance and may be periodically adjusted as appropriate to reflect the cost of performance actually incurred, based on the review by CWS and Provider of the actual expenditure reports submitted by the Provider, provided that the actual expenditure reports reflect a deficit or surplus in operational costs. The service unit rates outlined in **EXHIBIT F3 – SERVICE UNIT RATE TABLE** may be revised without a formal Contract amendment, reflecting the CWS and Provider's **written** agreement of the price that should be applied. Payments made to the Provider in excess of the actual costs of providing contracted services will be refunded to CWS in accordance with **Section 3.5.** of the Standard Contract.

F-3.3. Conditions of Fixed Rate Payment. Service unit costs for the period **October 1, 2022 – September 30, 2025.** Service units achieved for the purpose of payment during any month shall be based on dates recorded in RSDS by the date specified for data submission.

F-3.3.1. Conditions of Fixed Rate Payment for Adult Education Services are below:

F-3.3.1.1. The Provider shall not be reimbursed for more than three (3) enrollments in a particular level or course per client.

F-3.4. Cost Reimbursement. CWS will reimburse the Provider for allowable expenditures incurred pursuant to the terms of the Contract, up to a total amount as outlined in the table below.

Total Cost Reimbursement Amount (by budget period)	
Budget Period	Cost Reimbursement Budget Amount
March 1, 2020 – September 30, 2020	\$13,000.00
October 1, 2020 – September 30, 2021	\$0.00
October 1, 2021 – September 30, 2022	\$0.00
October 1, 2022 – September 30, 2023	\$0.00
October 1, 2023 – September 30, 2024	\$0.00
October 1, 2024 – September 30, 2025	\$0.00
Total Contract Amount	\$13,000.00

F-3.4.1. 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 F4 - INVOICE**) and page-numbered supporting documentation to the CCC.

F-4. Supporting Documentation Requirements.

F-4.1. Fixed Rate. RS will produce the official fixed rate invoice reports and supporting documentation the first (1st) day following the submission deadline for the previous period's data. The Provider shall request payment for each period through the submission of a properly completed invoice (**EXHIBIT F4 – INVOICE**) based on the official fixed rate invoice report produced by RS, which includes a client list and a number of service units rendered list. Although the Provider is not required to submit the invoice with supporting documentation of actual payment of expenses, CWS reserves the right to request verification of expenses at any time. Consequently, the Provider shall ensure expenses are verifiable by maintaining receipts and copies of cancelled checks to support all program expenses.

F-4.2. Cost Reimbursement.

F-4.2.1. Supportive Services. Receipts documenting actual payment of supportive service expenses are required to be maintained by the Provider for all expenses incurred (e.g., bus passes and bus pass distribution, testing, tuition, books, tools, uniforms, recertification, subsidized child care costs, etc.). Sufficient documentation and proof of payment are required for all expenses of this nature. These documents shall be made available upon request for purposes of audit, invoice review and/or inspection by authorized representatives of CWS, the Department, Auditor General, or DFS.

F-4.2.2. CET Services. The Provider shall maintain records of all agreements between the Provider and the vocational training vendor, STT vendor, and/or the employer participating in OJT. Supporting documentation for Vocational and STT shall include the names (or unique identifiers) of clients receiving training dates of training, payments/receipts sufficient for an audit trail documenting service provision. Purchases made from outside vendors shall be supported by paid invoices and/or receipts and copies of canceled checks if available. Supporting documentation for OJT shall include the names (or unique identifiers) of clients receiving OJT, 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.

F-4.2.3. 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.

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- F-4.2.4. 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.
- F-4.2.5. DFS.** DFS reserves the right to require further documentation on an as needed basis.
- F-4.2.6.** CWS reserves the right to request additional information from the Provider regarding invoice supporting documentation.

F-5. Invoice Schedule.

F-5.1. Fixed Rate/Cost Reimbursement. The Provider shall submit a properly completed invoice for service units and expenses no later than the 15th of each month following the month of service provision. For fixed rate invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the CCC within 75 calendar days of the month of service provision. For cost reimbursement invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the CCC within 75 calendar days of payment of actual costs by the provider or services being rendered, whichever date is later. If the Provider encounters events beyond their control or other extenuating circumstances in meeting invoice deadlines, the Provider shall submit a written request for an extension to the CCC detailing the circumstances. CWS has sole discretion on whether to grant such a request. The final invoice is due 30 calendar days after the Contract ends or is terminated. Charges on the invoice must be accompanied by supporting documentation.

F-6. Invoice Approval Process. The CCC will have ten (10) 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 **EXHIBIT C5 – REPORTING REQUIREMENTS**. Once approved, CWS will pay the invoice in accordance with **Section 215.422, F.S.**

F-7. Budget Revisions. Budget revisions may be authorized under the terms of this Contract. The Provider must obtain written approval from the CCC 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:

- F-7.1.** The change does not decrease or increase the original dollar amount of the Contract budget;
- F-7.2.** There is another line item in the budget from which funds can be shifted without affecting the scope of the work;
- F-7.3.** The change does not involve establishing a new line item; and
- F-7.4.** If financial consequences are applied to an invoice, a budget revision (**EXHIBIT F5 – BUDGET REVISION**) will be required to account for the penalties assessed. Budget revisions which do not meet the above conditions will require a properly executed Contract amendment signed by the Provider and CWS. Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.

F-8. Cumulative Actual Expenditure Report. The Provider shall submit a cumulative actual expenditure report (as specified in **EXHIBIT F6 – ACTUAL EXPENDITURE REPORT**) to the CCC 30 calendar days following the end of each quarter. The cumulative actual expenditure report shall reflect for each service component:

- F-8.1.** Line-item actual expenditures incurred during the quarter;
- F-8.2.** Sufficient line-item detail by line item (e.g., include actual expenditures under the Personnel line item); and
- F-8.3.** Line-item expenditure projections for the remaining quarter(s).

CWS 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.

Although payment is based on unit rates, this Contract is funded by a Federal grant and Contract payments must ultimately be based on actual costs. If the cumulative actual expenditure report indicates that payments were made to the Provider in excess of the actual costs of providing Contracted services, the Provider may be directed to return funds to CWS.

F-9. 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 CWS in accordance with **Section 3.5., Overpayments and Offsets**, in the Standard Contract. During the final year of the Contract, CWS reserves the right to request quarterly or monthly expenditure reports to monitor the relationship of fixed-rate payments to actual costs. If, in CWS' sole determination, there appears a potential

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for payments being made to the Provider in excess of the actual costs of providing Contracted services for that final Contract year, CWS may require refunds of such excess as frequently as quarterly.



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EXHIBIT F1 – ADDITIONAL FINANCIAL CONSEQUENCES

F1-1. Financial Consequences. For the period **October 1, 2022 – September 30, 2023**, the Provider shall be assessed financial consequences in accordance with **Section 6.1.** of this CF Standard Contract, should the Provider fail to meet the minimum monthly level of service identified in **EXHIBIT D - DELIVERABLES.**

F1-2. Financial Consequences for future years will be added via Contract amendment.



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EXHIBIT F2 – PROJECT BUDGET SUMMARY

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #	XK060-BC	CONTRACT AMOUNT:	\$400,000.00
CONTRACT PERIOD:	03/01/2020 - 9/30/2025	CONTRACT MANAGER:	L. Sorzano
BUDGET PERIOD:	10/01/22 - 9/30/23	# of Months in Budget Period	12
Personnel		% of budget	
		Estimated Total	
A. Personnel	47.00%	\$	188,016.40
B. Fringe Benefits	16.60%	\$	66,389.65
C. Other Personnel Services (OPS)	0.00%	\$	-
D. Background Checks	0.00%	\$	-
Personnel Costs Total		\$	254,406
Travel		Estimated Total	
E. Staff Travel/Training	0.46%	\$	1,834.15
F. Client Transportation	0.00%	\$	-
Travel Costs Total		\$	1,834
Expense		Estimated Total	
G. Office Expenses			
1. Utilities	0.00%	\$	-
2. Telephone	0.95%	\$	3,780.00
3. Postage/Shipping	0.00%	\$	10.00
4. Copies/Printing	0.08%	\$	300.00
5. Office Supplies	0.20%	\$	800.00
6. Janitorial Supplies	0.00%	\$	-
7. Building Maintenance & Repair	0.00%	\$	-
8. Equipment Repair	0.24%	\$	946.00
9. Office Equipment	0.00%	\$	-
10. Security Services	0.00%	\$	-
H. Rental Use of Space	0.00%	\$	-
I. Rental Equipment	0.00%	\$	-
J. Insurance	0.00%	\$	-
K. Advertising/Outreach	0.00%	\$	-
L. Membership Fee/Subscriptions	0.00%	\$	-
M. Client Educational/Training Tools	29.63%	\$	118,500.00
N. Fixed Price Services	0.00%	\$	-
O. Information Resource Technology	0.09%	\$	375.84
P. Subcontracted Services	0.00%	\$	-
Q. Subcontracted Client Services	0.00%	\$	-
R. Financial Audit	0.00%	\$	-
Expense Cost Total			124,712
Direct Costs		Estimated Total	
S. Operating Capital Outlay (>\$1,000.00)	0.00%	\$	-
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%	4.76%	\$	19,048.00
Direct Cost Total		\$	19,048
		100.00%	
Total Contract Budget		\$	399,999.99
Total Contract Budget Rounded to the Nearest Whole Dollar		\$	400,000.00

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EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

Personnel - A & B													
Position Title	Salaries			Social Security		Medicare		Health Ins		Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project
Sr. Director	71,850.00	100%	12	4,454.70	4,454.70	1,041.83	1,041.83	9,348.00	9,348.00	372.00	372.00	79.04	79.04
Coordinator	53,000.00	100%	12	3,286.00	3,286.00	768.50	768.50	9,348.00	9,348.00	372.00	372.00	58.30	58.30
RENEW Grant Specialist / Student Coach	43,166.40	100%	12	2,676.32	43,166.40	625.91	625.91	9,348.00	9,348.00	372.00	372.00	47.48	47.48
Administrative Specialist (Part-Time)	20,000.00	100%	12	1,240.00	20,000.00	290.00	290.00	-	-	-	-	-	-
Totals	188,016.40	100%		11,657.02	188,016.40	2,726.24	2,726.24	28,044.00	28,044.00	1,116.00	1,116.00	184.82	184.82
*Broward College, in lieu of salary increase, may apply a one-time payment pay for performance to all full time employees during the contract year. An estimated one-time-payment pay for performance of 4% for each full time employee salary is estimated.													
Personnel - A & B (Continued)													
Position Title	Salaries			Disability Ins		Workers Comp		Retirement/Pension		Totals			
	Salary	% Charge to Project	Service Months	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project		
												Total Salary Charge to Project	0.16%
Sr. Director	71,850.00	100%	12	114.96	114.96	-	-	8,557.34	8,557.34	23,967.86	23,967.86	95,817.86	95,817.86
Coordinator	53,000.00	100%	12	84.80	84.80	-	-	6,312.30	6,312.30	20,229.90	20,229.90	73,229.90	73,229.90
RENEW Grant Specialist / Student Coach	43,166.40	100%	12	69.07	43,166.40	-	-	5,141.12	5,141.12	18,279.90	18,279.90	61,446.30	61,446.30
Administrative Specialist (Part-Time)	20,000.00	100%	12	-	20,000.00	-	-	2,382.00	2,382.00	3,912.00	3,912.00	23,912.00	23,912.00
Totals	188,016.40	100%		268.83	188,016.40	-	-	22,392.75	22,392.75	66,389.65	66,389.65	254,406.05	254,406.05
*Rounded to the nearest dollars													
Legend:													
Fringe shows social security contribution increased to 10% to all employees.													



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EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

PERSONNEL NARRATIVE

Director	<p>The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients' English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files.</p>
Coordinator	<p>Under limited supervision, this position serves the Project RENEW grant Program Coordinator through several campus locations at Broward College to provide direct service and support to prospective, current, and former students from the point of registration through completion of the six ESOL level courses, and referral of eligible students to career technical English skills assessment. The Project RENEW Program Coordinator is responsible for the day-to-day operation of student registrations and proctoring the students' initial English skills assessment. Serve as MyEnglishLab and BurlingtonEnglish program coordinator by creating courses, adding instructors and students in the online-platform, and generating students' progress report. The coordinator also is responsible for all aspects of client management including initial program registration, assessing clients' English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Designs and maintains the program database, collects, and reports critical data to the State of Florida, and responds to grant and college-wide reporting needs. Provides data for accounting and invoicing purposes. Performs related duties as assigned. Creates the students' BC, MyEnglish Lab and D2L accounts, and provides technical support to students and instructors. Manages the student Laptop Loaner Program by distributing, collecting, and setting laptops for students.</p>
RENEW Grant Specialist	<p>Responsible for all aspects of client management including initial registration, assessing clients' English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Completes program administrative duties such as payroll and purchase orders. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.</p>
Part-time Administrative Specialist	<p>Assists with all aspects of client management including initial registration, assessing clients' English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties.</p>
FRINGE BENEFITS	
TYPE	DESCRIPTION
Social Security	6.2% Social Security X \$18,8016.40 staff salaries= \$1,657.02 (rounded to nearest\$).
Medicare	1.45% Medicare X \$18,8016.40 of staff salaries= \$2,726.24 (Rounded to nearest\$).
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 12 months per full time employee.
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$372.00 per year or \$31.00 per month per full time employee. Dental Insurance is calculated at \$31.00 X 12 months per full time employee.
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .11% of staff salary.
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .16% of full-time staff (FTE) salaries.
Workers Comp	Workers comp is provided by the college to all employees.
Unemployment Ins	
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 10% of Staff (FTE) salaries. Total salaries times 11.91% or \$18,8016.40 X 11.91% = \$22,392.75 (Rounded to nearest\$).



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

C. OTHER PERSONNEL SERVICES (OPS)

Position	Salary/ Wages	Hours	Months/ Weeks	% on Proj.	Total
Part time administrative assistant	\$0.00	20	15.00		\$ -
					\$ -
					\$ -
OPS Total					\$ -

OPS, temporary employees or part time administrative assistance is occasionally necessary for service delivery, should there be an influx in client numbers, a shortage in staffing or to help maintain an appropriate level of service delivery.

D. BACKGROUND CHECKS

Description	Type	# of Units	Unit Cost	Total
Background checks	staff	0	\$ -	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Background Checks Total				\$ -

Background checks may include, but are not limited to initial employment and ongoing random drug & alcohol testing, preliminary criminal background checks, initial and ongoing driving record background reports, initial and ongoing criminal record/fingerprinting checks by FDLE, and local county background checks, of all employees, or for employees who transport children or who are promoted to a position which requires additional testing.

E. STAFF TRAVEL & TRAINING ITEM

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	62.0	10	275.90
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage				\$ 276

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	1	1	1	-
Conferences/Meetings - Professional and Academic	\$ 675.25	1	1	1	675.25
Airfare	\$ 250.00	1	1	1	250.00
Registration Fees	\$ -	1	1	1	-
Per Diem	\$ 27.00	3	1	1	81.00
Hotel/Lodging	\$ 184.00	3	1	1	552.00
Car Rental	\$ -	0	0	0	-
Incidental Expenses	\$ -	0	0	0	-
Subtotal Conference/Meeting Travel and Training					\$ 1,558
*Rounded to the nearest dollar					
Staff Travel & Training Total				\$ 1,834	

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 62 miles per month X 0.445 X 10 = \$275.90 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional Professional development training in conferences, not offered by Broward College, will be made available to all staff including conference registration fee, airfare, lodging, per diem and transportation expenses estimated in \$1,558.00.

F. CLIENT TRANSPORTATION

Description	Expense	Est. Unit Cost	Est. # of Units per Month	Months	Total
Broward County Transit Bus Passes - Regular Monthly average rate of \$58.90					-
Broward County Transit Bus Passes - Regular Weekly (7 days) average rate of \$20.00	\$ -		0	0	-
Broward County Transit Bus Passes - Student Monthly (31 days) average rate of \$50.00	\$ -		0	0	-
\$					-

The lack of transportation is an obstacle in the ability of some clients to attend classes offered by RENEW. In such situations, RENEW will provide travel assistance in the form of bus passes to currently enrolled clients when a transportation barrier to attending classes and other allowable activities is identified by the Intake staff, Administrative Specialist, or the Manager. The bus passes permit clients to participate in allowable activities such as job interviews, educational class/training, educational workshops, etc. For bus passes, which include daily, weekly and monthly passes for college students and non-college student rates: the amount described is the current rate; should the rate increase, an adjustment will be made to the maximum amount per ticket allowed without the need of a formal contract amendment. Estimated total cost of bus passes: Calculated as follows: thirtyone (31) days bus pass at a cost of \$0.00 per pass X 0 units X 0 months.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

G. OFFICE EXPENSES

1. Utilities

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					-
					-
Utilities Estimated Total					\$ -

Currently, Broward College and/or Coral Springs Charter School (CSCS) provide telephone services at no cost to Project RENEW at the location of service. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.

2. Telephone

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Cellphone Stipend	\$ 105.00	3	12	100%	3,780.00
					-
					-
Telephone Estimated Total					\$ 3,780

Cellphone stipend is given to five full time employees who are working remotely, in office and at numerous campuses to be accessible to clients and complete registrations and proctor CASAS exams.

3. Postage/Shipping

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 5.00	1	2	100%	10.00
		1	1	100%	-
Postage/Shipping Estimated Total					\$ 10

Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.

4. Copies/Printing

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Business Cards		1	1	100%	-
Copying charges	\$ 0.10	300	10	100%	300.00
Copies/Printing Estimated Total					\$ 300

Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$300.

5. Office Supplies

Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 80.00		10	100%	800.00
					-
Office Supplies Total					\$ 800

* Rounded to the nearest dollar
Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices, electronic devices, and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$80.00 per month X 10 months.

6. Janitorial Supplies

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					-
Janitorial Supplies Estimated Total					\$ -

Where classes are held at locations other than Broward College campuses, such as is currently done at the Coral Springs Charter School in Coral Springs, FL, janitorial supplies are occasionally needed. Janitorial supplies may include, but are not limited to, paper towels, cleaning supplies, hand soap, hand sanitizer, and toilet paper.



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Contract XK060BC**EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)****7. Building/Maintenance**

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					-
Building Maintenance/Repair Estimated Total					\$ -

Currently, all the locations at which Project RENEW offers services are fully maintained by Broward College and or the institutions at which services are provided at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with building maintenance.

8. Equipment Repair

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 946.00	1	1	100%	946.00
\$ 3.00					\$ 946

NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.

9. Office Equipment

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Store/ filing cabinets			1	100%	
Computers/Laptops			1	100%	
Office furniture	\$ -		1	100%	-
Other office equipment			1	100%	
Office Equipment Estimated Total					

NARRATIVE: Office equipment may include but is not limited to laptops, computers, computer monitors, printer, scanners, fax machine, office furniture, filing cabinets and other furnishings and equipment that may be required for normal operations.

10. Security Services

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Security Services	\$ -	2	12	100%	-
	\$ -				-
Security Services Estimated Total					\$ -

Currently, security services are provided by Broward College or the institutions at which Project RENEW offers client services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with security services.

TOTAL ESTIMATED OFFICE EXPENSES COST \$ 5,836*Expense Category (continued)***H. RENTAL OF USE OF SPACE**

Address of Rental or Use of Space	Estimated Price per Square Foot/Unit	Estimated # of Days	Estimated # of Months	% to Project	Total
Coral Springs Charter School (CSCS)	\$ -	-	0	100%	\$ -
Broward College classrooms and administrative space	\$ -	-	0	100%	\$ -
Classroom and/or administrative space	\$ -	-	0	100%	\$ -
Rental or Use of Space Estimated Total					\$ -

Rental expenses include rent or lease on properties necessary for the delivery of the contracted services. Rent or lease expenses on buildings or other rental costs are incurred to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area, alternatives available; and the type, condition and value of the property leased. Costs may include the cost of alterations of such leased property, provided such alterations are necessary for the performance of the contract, and of reasonable restoration required by the provisions of the lease and are not included in the rental agreement. Broward College is currently providing several administrative offices and the use of classroom space on various campuses at no charge to Project RENEW. However, to properly deliver contracted services, Project RENEW may incur rental expenses at Coral Springs Charter School (CSCS) and any other Broward College-approved location.

EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

I. RENTAL EQUIPMENT

Rental Equipment	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Office Equipment	\$ -		10	100%	\$ -
Classroom Equipment	\$ -		10	100%	\$ -
Rental Equipment Estimated Total					\$ -

Rental equipment may be necessary for the delivery of contracted services. Such equipment may include, but is not limited to, furniture, fixtures, multimedia devices/programs and speech/language instruction software.

J. INSURANCE

Insurance Type	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
					\$ -
Insurance Estimated Total					\$ -
N/A					

K. ADVERTISING/OUTREACH

Advertising Expense Item	Estimated Unit Cost	# of Units/ Months	% to Project	Total
Broadcast media		12	100%	\$ -
Newspaper	\$ -	12	100%	\$ -
Printed material		1	100%	\$ -
Advertising/Outreach Estimated Total				\$ -

Advertising/Outreach costs are incurred to increase awareness of the program and the services offered by the program to the refugee/asylee population in Broward County. Broadcast media may include, but is not limited to, radio and television. Printed material may include, but is not limited to, brochures, postcards, posters and other promotional materials that may be printed and used in advertising/outreach services.

L. MEMBERSHIP FEES & SUBSCRIPTIONS

Membership/Subsription	Estimated Unit Cost	# of Units	# of Months	% to Project	Total
Membership to professional organizations	\$ -	0	0	100%	\$ -
Membership to educational/academic organizations	\$ -	0	0	100%	\$ -
					\$ -

Membership fees and subscriptions costs include, but are not limited to, the costs associated with participating and/or becoming members of local, state, and national professional and academic organizations necessary to obtain information about innovative ideas and effective strategies on how to best provide the contracted services to the refugee/asylee population.

M. CLIENT EDUCATIONAL AND TRAINING TOOLS

Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors' Wages	\$ 30.00	360	10	100%	\$ 108,000.00
ELI - Educational Material	\$ 35.00	300	1	100%	\$ 10,500.00
*Rounded to the nearest dollar Client Education and Training Tools Estimated Total					\$ 118,500

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, testing fees, CASAS testing supplies and proctoring fees, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC Ids. The proposed budget will cover the following items: ELI instructors wages at an estimated rate of \$30.00 X 360 class hours X 10 months totaling an estimated cost of \$108,000.00 and may include curriculum development and instruction in any of the following types of ELI: ESOL, ELCATE, ESOLAS, WRS, Citizenship and GED. Educational materials total estimated cost = \$10,500.00. Curriculum development expense includes updating curriculum to align with new FL DOE ESOL curriculum framework anchor standards and benchmarks. Client Educational expenditures may include vouchers and internal scholarships for clients' registration in approved courses.

O. INFORMATION RESOURCE TECHNOLOGY

IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 41.76	3	3	100%	\$ 375.84
IRT Estimated Total					\$ 376

Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, DCF Oracle System access, and SAVE System access.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

P. SUBCONTRACTED SERVICES

Subcontracted Services	Est. Unit Cost	Est. # of Months/Units	% to Project	Total
	\$ -			\$ -
Subcontracted Services Estimated Total				\$ -

Project RENEW does not currently subcontract any administrative services, as all administrative services are handled in house or provided by Broward College at no cost to the program. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.

Q. SUBCONTRACTED CLIENT SERVICES

Client Services	Est. Unit Cost	Est. # of Units	% to Project	Total
Client Services	\$ -	0	100%	\$ -
Client Services Estimated Total				\$ -

Project RENEW does not currently subcontract any client services. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.

R. FINANCIAL AUDIT

Financial Audit Type	Est. Unit Cost	Est. # of Units	% to Project	Total
Financial Audit	\$ -	0	0%	\$ -
Financial Audit Estimated Total				\$ -

Anticipated expenditures to perform an independent financial audit performed by a licensed audit firm under chapter 473, S.S. Broward College financial audits are conducted by the State of Florida Auditor General.

S. OPERATING CAPITAL OUTLAY (OCO >\$1,000.00)

OCO Expense Description	Est. Unit Cost	Est. # of Units	% to Project	Total
				\$ -
OCO Estimated Total				\$ -

NARRATIVE:

T. INDIRECT COSTS

Total Personnel, Travel, and Expenses	\$ 380,952.04		
Indirect Cost Rate	5%		
Indirect Costs Total (less OCO)			\$ 19,048

Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2019-20.

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)

IRT Expense (Non-recurring) Description	Est. Unit Cost	Est. # of Units	% to Project	Total
Computers/ Laptops computers				\$ -
Printers				\$ -
IRT (non-recurring) Estimated Total				\$ -

NARRATIVE: Although no budget amount is allocated to Equipment (Non-OCO) at this time, the line item is for anticipated expenditures for durable goods include, but are not limited to, computers/laptops, printers, software and other multimedia devices to be used for administrative purposes.

TOTAL BUDGET AMOUNT \$ 400,000



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Contract XK060BC**EXHIBIT F3 – SERVICE UNIT RATE TABLE**

SERVICE UNIT RATE TABLE	
Comprehensive Refugee Services Unit Type	
Adult Education	Unit Cost
Registration	\$25.00
Pre-Test / Post-Test	\$ 15.00
Voucher Cost and Administration	\$ 70.00
Monthly Client Guidance and Retention Activities	\$ 40.00
Refugee-Specific Class Enrollment	\$ 220.00
Literacy Completion Point (LCP) and/or Pass Payment	\$ 30.00
Refugee Specific Instructional Hours	\$40.00

EXHIBIT F4 – INVOICE

REQUEST FOR PAYMENT		Contract:		Payment Method:			
Line Item	Rate	Budget	Unit	Expenditures	YTD Expenditures	Balance	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
FOR DEPARTMENT USE ONLY							
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)		Date Invoice Received:		Services From:		Services To:	
		Date Goods and Services Received:		OCA		AMOUNT	Invoice Type:
		Date Goods and Services were Approved:		Approved for Payment By:		CONTRACT MANAGER	
(Signature of Agency Official)		Amount Requested		Amount Recoup/ Adjusted Amount:		Invoice Nbr.	
Date		Amount Approved:					



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EXHIBIT F5 – BUDGET REVISION

Provider name:		REV #:	
Address:	Contract #:	Date	
BUDGET REVISION WORKSHEET			
LINE ITEMS	ORIGINAL AMOUNT	REVISIONS	REVISED BUDGET
Personnel			
Fringe Benefits			
OPS			
Background Checks			
Staff Travel & Training			
Client Transportation			
Utilities			
Telephone			
Postage/Shipping			
Copies/Printing			
Office Supplies			
Janitorial Supplies			
Building Maintenance & Repair			
Equipment Repair			
Office Equipment			
Rental Use of Space			
Rental Equipment			
Insurance			
Advertising/Outreach			
Client Education and Training Tools	\$0.00		\$0.00
Information Resource Technology			
Subcontracted Services			
Subcontracted Client Services			
Financial Audit			
Operating Capitol Outlay			
Indirect Costs	\$0.00		\$0.00
	\$0.00	\$0.00	\$0.00
Contract Manager Approval	Date		



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Contract XK060BC

EXHIBIT F6 – ACTUAL EXPENDITURE REPORT

Quarterly/Annual Actual Expenditure Report

Contract No.:	Fiscal Year:	Quarter 1		Quarter 2		Quarter 3		Quarter 4		YTD		Remaining Budget
		Budget	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	
Provider: _____ Period Ending: _____ Service: _____												
Personnel Category 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. Telephone 2. Postage/Shipping 3. Copies/Printing 4. Office Supplies 5. Janitorial Supplies 6. Equipment Repair 7. Office Equipment 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. Career Laddering Services 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:		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Draw-Down:		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Surplus/Deficit:		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Amount to be Refunded (if applicable):		\$0.00	*									

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or

Provider Signature _____ Date _____



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Contract XK060BC

EXHIBIT F6 – ACTUAL EXPENDITURE REPORT (cont.)

Quarterly/Annual Actual Expenditure Report

Contract No.:	Fiscal Year:		Quarter:		Youth Expenses	% Total	Case Coordination Expenses	% Total	Child Care Expenses	% Total	YTD Totals	% Total	Remaining Budget
	Contract	% Total	Expenses	% Total									
Personnel Category													
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. Telephone													
2. Postage/Shipping													
3. Copies/Printing													
4. Office Supplies													
5. Janitorial Supplies													
6. Equipment Repair													
7. Office Equipment													
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. Information Resource Technology													
O. Subcontracted Services													
P. Subcontracted Client Services													
Q. Financial Audit													
Totals													
Indirect Costs Category													
R. Operating Capital Outlay (>1,000)													
S. Indirect Costs (less OCO)													
Totals													
Grand Totals													
Contract Expenditures:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Contract Draw-Down:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Contract Surplus/Deficit:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Amount to be Refunded (if applicable):													

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.

Provider Signature _____ Date _____



Amendment #0006

Contract XK060BC**ATTACHMENT 1**

The administration of resources awarded by CWS to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, CWS and/or 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 CWS and the Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by CWS and/or the Department. In the event CWS and/or the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by CWS and/or the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by CWS's CCC, 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 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 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 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the CWS' CCC, the Department's Single Audit Unit and its Contract Manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the CWS' CCC, 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 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 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 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by Contract number for each Contract with CWS 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 CWS shall be fully disclosed in the audit report package with reference to the specific Contract number.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) 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 CWS' CCC, the Department's Single Audit Unit and its Contract Manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the CWS' CCC, 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 CWS in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable Contract. All



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questioned costs and liabilities due CWS 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 CWS pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) 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 Compliance Coordinator (CCC) for this contract (1 copy)

Lilliam Sorzano
Church World Service
1924 NW 84th Ave
Doral, FL 33126
LSorzano@CWSGlobal.org

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

Office of the Inspector General
Single Audit Unit
The Centre, Suite 400-I
Amendment 2415 North Monroe Street
Tallahassee, Florida 32303
Email address: HQW.IG.Single.Audit@myflfamilies.com

C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<https://harvester.census.gov/facweb/>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

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 CWS and/or the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, 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 CWS and/or 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 CWS, the Department or their 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 CWS, the Department or their 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 CWS and/or the Department.

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Contract XK060BC

**ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: _____

Date: _____

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____



ATTACHMENT 3

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 CWS and/or 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 CWS and/or 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 CWS, 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;

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- 2.1.5 Notify the CWS' Security Officer and the CCC as soon as possible, but no later than three (3) 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 CCC 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 CWS and/or 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 calendar days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by CWS and/or 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 CWS and/or 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 CWS' 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 CWS' 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 CWS 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 CWS 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 CWS 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.

Amendment #0006

Contract XK060BC**Section 5. Termination**

5.1 Termination for Cause

5.1.1 Upon CWS' knowledge of a material breach by the Business Associate, CWS 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 CWS;
- 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, CWS 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 CWS or, if permission is granted by CWS, 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 CWS or, if permission is granted by CWS, 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.

AMENDMENT #0005

Contract # XK060BC

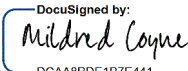
Effective September 30, 2022, this amends the above referenced Contract as follows:


1. This contract is renewed through September 30, 2025.
2. In 1.1., last addressed in Amendment 4, "\$974,077.00" is replaced by "2,030,077.00".
3. All provisions in the contract and any attachments thereto in conflict with this amendment are changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are made a part of the contract.

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

CHURCH WORLD SERVICE, INC.

SIGNED BY:  _____
DCAA8BDE1B7E441...

SIGNED BY:  _____

NAME: Dr. Mildred Coyne
TITLE: Senior Vice President,
Workforce Education and Innovation
DATE: 10/6/2022

NAME: Erol Kekic
TITLE: Senior Vice President, Programs.
DATE: 11/7/2022



AMENDMENT #0004

CONTRACT XK060BC

Effective December 1, 2021, this amends the above referenced Contract as follows:

1. Numbers 2, 9,10, 11,12, 14,15, and 17 were last addressed in Amendment #0002.
2. In 1.1., "\$760,898.00" is replaced by "\$974,077.00".
3. **Page 7 and 8, CF Standard Contract 2019, Section 4.3. Independent Contractor, Subcontracting and Assignments**, is hereby amended to read:

4.3 Independent Contractor, Subcontracting and Assignments

- 4.3.1.** In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind CWS and/or The Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right for any individual to State retirement, leave benefits, or any other benefits of State employees as a result of performing the duties or obligations of this Contract.
- 4.3.2.** CWS and/or the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by CWS and/or the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractor, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.
- 4.3.3.** The Provider shall not subcontract under this Contract
 - 4.3.3.1** The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of CWS, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.
 - 4.3.3.2** The Provider is responsible for all the work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontractors shall be evidenced by a written document. The Provider further agrees that CWS and/or the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.
 - 4.3.3.3** The provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.
- 4.3.4.** To the extent that a subcontract provides for payment after Provider's receipt of payment from CWS, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from CWS in accordance with section 287 .0585, F.S., unless otherwise stated in the contract between Provider and subcontractor. Failure to pay within seven (7) working days will result in penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

AMENDMENT #0004

CONTRACT XK060BC

4. **Page 9, CF Standard Contract 2019, Section 4.7. Intellectual Property**, is hereby amended to read:

4.7. Intellectual Property

It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of CWS and/or the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that CWS and/or the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply. Notwithstanding the foregoing provision, if the Provider is a college and a member of the Florida College System, then section 1004.726, F.S., shall apply.

- 4.7.1.** If the Provider uses or delivers to CWS and/or the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by CWS and/or the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.
- 4.7.2.** All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but CWS shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products. Notwithstanding the foregoing if the provider is a college and a member of the Florida College System, the section 10004.726, F.S., shall apply, but CWS shall retain a perpetual, fully-paid, non-exclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

5. **Page 13 and14, CF Standard Contract 2019, Section 5.5. Information Security**, is hereby amended to read:

5.5. Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to CWS and/or Department information systems or maintain any client or other confidential information in electronic form:

- 5.5.1.** An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to CWS and/or the Department' security staff and will maintain an appropriate level of information security for CWS and/or the Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to CWS and/or Department information systems or any client or other confidential information. The Security Officer will ensure that any access to CWS and/or Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.
- 5.5.2.** The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to CWS and/or Department information systems or any client or other confidential information.
- 5.5.3.** All who request or have access, through the Provider's access to CWS and/or the Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the CCC.

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- 5.5.4.** The Provider shall prevent unauthorized disclosure or access, from or to CWS and/or Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.
- 5.5.5.** The Provider agrees to notify the CCC as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to CWS and/or the Department information systems or to any client or other confidential information.
- 5.5.6.** The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also at its own cost implement measures deemed appropriate by CWS and/or the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to CWS and/or Department information systems or to any client or other confidential information.
6. The highlighted portion below amends **A1-2.8.** The remainder is unaffected by this amendment.
- A1-2.8. Refugees/Entrants.** People who are eligible for RS pursuant to **45 CFR 400.43** and who are in need of the services outlined in this Contract. Refugees/Entrants, as used in this Contract include:
7. The highlighted portion below amends **B-1.** The remainder is unaffected by this amendment.
- B-1. SCOPE OF SERVICE.** Under the terms of this Contract, adult education services are to be provided only to eligible refugees/entrants who reside in Broward County, Florida. Refugees/Entrants residing in counties where no RS-funded CRS program exists may be served, with prior written approval from the CCC. **The Provider represents and warrants that they will only provide Adult Education services to the refugees/entrants, as defined in A1-2.8., and will verify eligibility of such refugees/entrants in accordance with C-1.8.**
8. **C-1.8.**, up to the colon, is amended to read as below. **C-1.8.1.** through **C-1.8.3.** are unaffected by this amendment.
- Immigration Status Verification.** Providers without lawful access to the SAVE/VIS Program shall clarify client eligibility using the procedures on page 5-2 of the Refugee Program Eligibility Guide for Service Providers. Providers with lawful access to the SAVE/VIS Program shall use the SAVE/VIS Program and shall:
9. **D-1.4.** is amended to read:
- D-1.4.** For the period **October 1, 2020 through November 30, 2021**, the Provider shall deliver at least **7,185** Comprehensive Refugee Services Units, inclusive of all services as outlined in **Exhibit F - SERVICE UNIT RATE TABLE** with a monthly minimum of **283** Service Units in Broward County, of which a minimum of 40 Service Units by Term must be new registrations.
10. **D-1.** Is amended to add:
- D-1.5.** The Provider shall provide the following service units for the period of **December 1, 2021 to September 30, 2022.**
- D-1.5.1.** The Provider shall enroll clients into at least **400** ELI courses.

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11. The highlighted portions of the below table amend F-2. The remainder is unaffected by this amendment.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
March 1, 2020 – September 30, 2020	\$270,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
Total Contract Amount	
	\$974,077.00

12. The highlighted portions of the below table amend F-3.1. The remainder is unaffected by this amendment.

Total Fixed Rate Amount (by budget period)	
Budget Period	Fixed Rate Budget Amount
March 1, 2020 – September 30, 2020	\$257,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
Total Fixed Rate Amount	
	\$961,077.00

13. The table below represents F-3.4. This portion is for illustrative purposes only and is unaffected by this amendment.

Total Cost Reimbursement Amount (by budget period)	
Budget Period	Cost Reimbursement Budget Amount
March 1, 2020 – September 30, 2020	\$13,000.00
October 1, 2020 – September 30, 2021	\$0.00
October 1, 2021 – September 30, 2022	\$0.00
Total Cost Reimbursement Amount	
	\$ 13,000.00

14. F1-4. is amended as highlighted below. The remainder is unaffected by this amendment.

F1-4. For the period **October 1, 2020 through November 30, 2021**, the Provider shall be assessed financial consequences in accordance with Section 6.1 of the Standard Contract, if the Provider fails to meet the minimum monthly level of service identified in **EXHIBIT D – DELIVERABLES, Section D-1.4**. A payment reduction of \$59.19 will be imposed for each service unit not met.

15. F1 is amended to add:

F1-5. Financial Consequences for future years will be added via Contract amendment.

16. Exhibit C5 is replaced by **REVISED EXHIBIT C5 – REPORTING REQUIREMENTS**.

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17. **Exhibits F2 and F3** are replaced by the attached **REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)** and **REVISED EXHIBIT F3 – SERVICE UNIT RATE TABLE**.
18. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

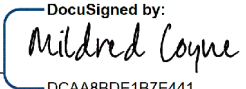
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IN WITNESS THEREOF, the parties cause this Amendment to be executed by their duly authorized officials.


**PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF
BROWARD COLLEGE, FLORIDA**

SIGNED BY: 
DocuSigned by:
DCAA8BDE1B7E441...

NAME: Dr. Mildred Coyne
TITLE: Senior Vice President,
Workforce Education and Innovation

DATE: 4/11/2022

CHURCH WORLD SERVICE, INC.

SIGNED BY: 

NAME: Erol Kekic
TITLE: Senior Vice President, Programs.

DATE: 4/13/2022



REVISED EXHIBIT C5 – REPORTING REQUIREMENTS

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	CWS Office
Invoice EXHIBIT F4	Monthly	15th day of each month following the service period.	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Narrative Reporting Requirements, as specified in EXHIBIT C1	Semi-Annually	April 5, 2020 October 5, 2020 April 5, 2021 October 5, 2021 April 5, 2022 October 5, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Actual Expenditure Report EXHIBIT F6	Quarterly	30 days following the end of the quarter	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Limited English Proficiency (LEP) Policy	Within 45 days following the Contract effective date and the LEP Policy Questionnaire annually thereafter	April 15, 2020 April 15, 2021 April 15, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Financial and Compliance Audit and accompanying management letter as specified in Attachment 1	Annually	Within 160 days following Provider's fiscal year end or within 30 days of Provider's receipt of the audit report, whichever occurs first	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Inventory Report EXHIBIT C2	Annually and 45 days prior to completion of Contract	August 15, 2020 August 15, 2021 August 15, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Emergency Preparedness Plan as specified in Section 9.2 of the Standard Contract	Within 20 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	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Civil Rights Compliance Checklist as specified in Section 7.13 of the Standard Contract	Within 20 days of Contract execution and annually thereafter	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Proof of Liability Insurance as specified in Section 4.5. of the Standard Contract	Within 20 days of Contract execution and annually thereafter	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@CWSGlobal.org
Support to the Deaf or Hard of Hearing as specified in Section 9.3.2 of the Standard Contract	Monthly	4 th business day of each month	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Employment Screening Affidavit as specified in Section 4.14.2. of the Standard Contract	Annually	July 15, 2020 July 15, 2021 July 15, 2022	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@CWSGlobal.org
CRS Transition Plan	Within three (3) days of Contract effective date	March 3, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
CRS Plan	Within 30 days of Contract effective date	March 30, 2020	1 electronic	Lilliam Sorzano CCC

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Required Reporting	Frequency	Due Date	Number & Type of Copies Due	CWS Office
				LSorzano@CWSGlobal.org
Uptake Analysis	Annually	December 30, 2020 December 30, 2021	1 electronic	Lillian Sorzano CCC LSorzano@CWSGlobal.org
Quality Management Plan (QMP)	45 days after Contract effective date	April 15, 2020	1 electronic	Lillian Sorzano CCC LSorzano@CWSGlobal.org
Refugee-Specific Course Offerings	Quarterly/Term	March 20, 2020 June 20, 2020 August 20, 2020 December 20, 2020 March 20, 2021 June 20, 2021 August 20, 2021 December 20, 2021 March 20, 2022 June 20, 2022 August 20, 2022	1 electronic	Lillian Sorzano CCC LSorzano@CWSGlobal.org
Executive Compensation Annual Report, PCMT-08-2021	Annually by May 1.	May 1, 2022.	one (1) electronic and/or one (1) hard copy	Lillian Sorzano CCC 1924 NW 84 th Ave Doral, FL 33126 LSorzano@CWSGlobal.org

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REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #	XK060-BC	CONTRACT AMOUNT:	\$62,135.00
CONTRACT PERIOD:		CONTRACT MANAGER:	L. Sorzano
BUDGET PERIOD:	10/01/21 - 9/30/22	# of Months in Budget Period	2
Personnel		% of budget	Estimated Total
A. Personnel	45.51%	\$	28,277.50
B. Fringe Benefits	16.38%	\$	10,178.76
C. Other Personnel Services (OPS)	0.00%	\$	-
D. Background Checks	0.00%	\$	-
Personnel Costs Total		\$	38,456
Travel			Estimated Total
E. Staff Travel/Training	0.00%	\$	-
F. Client Transportation	0.00%	\$	-
Travel Costs Total		\$	-
Expense			Estimated Total
G. Office Expenses			
1. Utilities	0.00%	\$	-
2. Telephone	0.00%	\$	-
3. Postage/Shipping	0.00%	\$	-
4. Copies/Printing	0.26%	\$	162.00
5. Office Supplies	0.03%	\$	16.00
6. Janitorial Supplies	0.00%	\$	-
7. Building Maintenance & Repair	0.00%	\$	-
8. Equipment Repair	0.00%	\$	-
9. Office Equipment	0.00%	\$	-
10. Security Services	0.00%	\$	-
H. Rental Use of Space	0.00%	\$	-
I. Rental Equipment	0.00%	\$	-
J. Insurance	0.00%	\$	-
K. Advertising/Outreach	0.00%	\$	-
L. Membership Fee/Subscriptions	0.00%	\$	-
M. Client Educational/Training Tools	32.99%	\$	20,500.00
N. Fixed Price Services	0.00%	\$	-
O. Information Resource Technology	0.07%	\$	41.79
P. Subcontracted Services	0.00%	\$	-
Q. Subcontracted Client Services	0.00%	\$	-
R. Financial Audit	0.00%	\$	-
Expense Cost Total		\$	20,720
Direct Costs			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)	0.00%	\$	-
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%	4.76%	\$	2,959.00
Direct Cost Total		\$	2,959
		100.00%	
Total Contract Budget		\$	62,134.79
Total Contract Budget Rounded to the Nearest Whole Dollar		\$	62,135.00

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REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

Personnel - A & B														
Position Title	Salaries				Social Security		Medicare		Health Ins		Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project
Director	71,850.00	90%	2	10,777.50	668.21	668.21	156.27	156.27	9,348.00	1,558.00	378.00	63.00	18.32	18.32
ELI Coordinator	46,000.00	100%	2	7,666.67	475.33	475.33	111.17	111.17	9,348.00	1,558.00	378.00	63.00	13.03	13.03
RENEW Grant Specialist	40,000.00	100%	2	6,666.67	413.33	413.33	96.67	96.67	9,348.00	1,558.00	378.00	63.00	11.33	11.33
Administrative Specialist (Part-Time)	19,000.00	100%	2	3,166.67	196.33	196.33	45.92	45.92	-	-	-	-	-	-
Totals	176,850.00			28,277.50	1,753.21	1,753.21	410.02	410.02	28,044.00	4,674.00	1,134.00	189.00	42.69	42.69
*Broward College may apply a cost of living increase of up to 2% to all employees during the contract year.														
Personnel - A & B (Continued)														
Position Title	Salaries				Disability Ins		Workers Comp		Retirement/Pension		Totals			
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project		
Director	71,850.00	90%	2	10,777.50	21.56	21.56	-	-	1,165.13	1,166.13	3,651.48	14,428.98		
ELI Coordinator	46,000.00	100%	2	7,666.67	15.33	15.33	-	-	829.53	829.53	3,066.40	10,732.07		
RENEW Grant Specialist	40,000.00	100%	2	6,666.67	13.33	13.33	-	-	721.33	721.33	2,877.00	9,543.67		
Administrative Specialist (Part-Time)	19,000.00	100%	2	3,166.67	-	-	-	-	342.63	342.63	564.88	3,751.55		
Totals	176,850.00	100%		28,277.50	50.22	50.22	-	-	3,059.63	3,059.63	10,478.76	38,456.28		
*Rounded to the nearest dollars														
Legend: CTRB - Contribution														
PERSONNEL NARRATIVE														
Director	The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files.													
Data Analyst/ELI Coordinator	ELI Coordinator will be responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Manages and supervises ESOL instructors and courses. Serves as the CASAS Administrator; scores, records and communicates all clients' assessment tests results; and coordinates trainings for instructors. Serves as Burlington/English program administrator; register students, add classes, add instructors, and generate students' progress report; creating course reference numbers and maintaining course and instructor information in the Broward College CID system. Refer clients who complete the 3rd ESOL and higher course levels to employment and vocational providers. Serves as a resource instructor to classroom instructors to enhance their success in meeting students' needs. Monitors and reports instructional hours and student attendance. Responsible for creating and maintaining the Quick reference database; entering required data into the RSDS and CD systems.													
RENEW Grant Specialist	Responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Completes program administrative duties such as payroll and purchase orders. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.													
Part-time Administrative Specialist	Assists with all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties.													
FRINGE BENEFITS														
TYPE	DESCRIPTION													
Social Security	6.2% Social Security X \$28,277.50 staff salaries= \$1,753.21 (rounded to nearest\$).													
Medicare	1.45% Medicare X \$28,277.50 of staff salaries= \$410.02 (Rounded to nearest\$).													
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 2 months per full time employee.													
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$372.00 per year or \$31.00 per month per full time employee. Dental Insurance is calculated at \$31.00 X 2 months per full time employee.													
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .17% of staff salary.													
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .20% of full-time staff (FTE) salaries.													
Workers Comp	Workers comp is provided by the college to all employees.													
Unemployment Ins														
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 10.82% of Staff (FTE) salaries. Total salaries times 10.82% or \$28,277.50 X 10% = \$3,059.63 (Rounded to nearest\$).													



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

C. OTHER PERSONNEL SERVICES (OPS)					
Position	Salary/ Wages	Hours	Months/ Weeks	% on Proj.	Total
OPS Total					\$ -

OPS, temporary employees or part time administrative assistance is occasionally necessary for service delivery, should there be an influx in client numbers, a shortage in staffing or to help maintain an appropriate level of service delivery.

D. BACKGROUND CHECKS				
Description	Type	# of Units	Unit Cost	Total
Background checks	staff	0	\$ -	\$ -
				\$ -
Background Checks Total				\$ -

Background checks may include, but are not limited to initial employment and ongoing random drug & alcohol testing, preliminary criminal background checks, initial and ongoing driving record background reports, initial and ongoing criminal record/fingerprinting checks by FDLE, and local county background checks, of all employees, or for employees who transport children or who are promoted to a position which requires additional testing.

E. STAFF TRAVEL & TRAINING ITEM				
Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	74.5	0	-
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage				\$ -

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	1	1	1	-
Conferences/Meetings - Professional and Academic	\$ -	1	1	1	-
Airfare	\$ -	1	1	1	-
Registration Fees	\$ -	1	1	1	-
Per Diem	\$ -	1	1	1	-
Hotel/Lodging	\$ -	1	1	1	-
Car Rental	\$ -	0	0	0	-
Incidental Expenses	\$ -	0	0	0	-
Subtotal Conference/Meeting Travel and Training					\$ -
*Rounded to the nearest dollar					
Staff Travel & Training Total				\$ -	

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 0 miles per month X 0.445 X 2= \$0 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional Professional development training in conferences, not offered by Broward College, will be made available to all staff estimated in \$00.00 including conference registration fee, airfare, lodging, per diem and transportation expenses.

F. CLIENT TRANSPORTATION					
Description	Expense	Est. Unit Cost	Est. # of Units per Month	Months	Total
Broward County Transit Bus Passes - Regular Monthly average rate of \$58.90					-
Broward County Transit Bus Passes - Regular Weekly (7 days) average rate of \$20.00	\$ -		0	0	-
Broward County Transit Bus Passes - Student Monthly (31 days) average rate of \$50.00	\$ -		0	0	-
Total					\$ -

The lack of transportation is an obstacle in the ability of some clients to attend classes offered by RENEW. In such situations, RENEW will provide travel assistance in the form of bus passes to currently enrolled clients when a transportation barrier to attending classes and other allowable activities is identified by the Intake staff, Administrative Specialist, or the Manager. The bus passes permit clients to participate in allowable activities such as job interviews, educational class/training, educational workshops, etc. For bus passes, which include daily, weekly and monthly passes for college students and non-college student rates: the amount described is the current rate; should the rate increase, an adjustment will be made to the maximum amount per ticket allowed without the need of a formal contract amendment. Estimated total cost of bus passes: Calculated as follows: thirtyone (31) days bus pass at a cost of \$0.00 per pass X 0 units X 0 months.



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

Expense Category

G. OFFICE EXPENSES

1. Utilities

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					-
					-
Utilities Estimated Total					\$ -

Currently, Broward College and/or Coral Springs Charter School (CSCS) provide telephone services at no cost to Project RENEW at the location of service. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.

2. Telephone

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Telephone	\$ -	0	0	100%	-
					-
Telephone Estimated Total					\$ -

Currently, Broward College provide telephone services at all the locations where Project RENEW offers services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.

3. Postage/Shipping

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 13.33	1	0	100%	-
					-
Postage/Shipping Estimated Total					\$ -

Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.

4. Copies/Printing

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Business Cards		1	1	100%	-
Copying charges	\$ 0.10	810	2	100%	162.00
					-
Copies/Printing Estimated Total					\$ 162

Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing per month 810 copies at .10 X 2 months is approximately \$162.

5. Office Supplies

Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 8.00	0	2	100%	16.00
					-
* Rounded to the nearest dollar Office Supplies Total					\$ 16

Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$30.00.

6. Janitorial Supplies

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Janitorial supplies	\$ -	1	5	100%	-
					-
Janitorial Supplies Estimated Total					\$ -

Where classes at held at locations other than Broward College campuses, such as is currently done at the Coral Springs Charter School in Coral Springs,FL, janitorial supplies are occasionally needed. Janitorial supplies may include, but are not limited to, paper towels, cleaning supplies, hand soap, hand sanitizer, and toilet paper.

7. Building/Maintenance

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Building Maintenance	\$ -	0	0	100%	-
					-
Building Maintenance/Repair Estimated Total					\$ -

Currently, all the locations at which Project RENEW offers services are fully maintained by Broward College and or the institutions at which services are provided at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with building maintenance.



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

8. Equipment Repair					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 914.00	1	0	100%	-
	\$ -				-
\$ 3.00					\$ -
<p>NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.</p>					
9. Office Equipment					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Store/ filing cabinets			1	100%	
Computers/Laptops			1	100%	
Office furniture	\$ -		1	100%	-
Other office equipment			1	100%	
Office Equipment Estimated Total					\$ -
<p>NARRATIVE: Office equipment may include but is not limited to laptops, computers, computer monitors, printer, scanners, fax machine, office furniture, filing cabinets and other furnishings and equipment that may be required for normal operations.</p>					
10. Security Services					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Security Services	\$ -	2	12	100%	-
	\$ -				-
Security Services Estimated Total					\$ -
<p>Currently, security services are provided by Broward College or the institutions at which Project RENEW offers client services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with security services.</p>					
TOTAL ESTIMATED OFFICE EXPENSES COST					\$ 178

Expense Category (continued)

H. RENTAL OF USE OF SPACE					
Address of Rental or Use of Space	Estimated Price per Square Foot/Unit	Estimated # of Days	Estimated # of Months	% to Project	Total
Coral Springs Charter School (CSCS)	\$ -	-	0	100%	\$ -
Broward College classrooms and administrative space	\$ -	-	0	100%	\$ -
Classroom and/or administrative space	\$ -	-	0	100%	\$ -
Rental or Use of Space Estimated Total					\$ -
<p>Rental expenses include rent or lease on properties necessary for the delivery of the contracted services. Rent or lease expenses on buildings or other rental costs are incurred to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area, alternatives available; and the type, condition and value of the property leased. Costs may include the cost of alterations of such leased property, provided such alterations are necessary for the performance of the contract, and of reasonable restoration required by the provisions of the lease and are not included in the rental agreement. Broward College is currently providing several administrative offices and the use of classroom space on various campuses at no charge to Project RENEW. However, to properly deliver contracted services, Project RENEW may incur rental expenses at Coral Springs Charter School (CSCS) and any other Broward College-approved location.</p>					
I. RENTAL EQUIPMENT					
Rental Equipment	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Office Equipment	\$ -		10	100%	\$ -
Classroom Equipment	\$ -		10	100%	\$ -
Rental Equipment Estimated Total					\$ -
<p>Rental equipment may be necessary for the delivery of contracted services. Such equipment may include, but is not limited to, furniture, fixtures, multimedia devices/programs and speech/language instruction software.</p>					
J. INSURANCE					
Insurance Type	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
					\$ -
Insurance Estimated Total					\$ -
N/A					



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

K. ADVERTISING/OUTREACH					
Advertising Expense Item	Estimated Unit Cost	# of Units/ Months	% to Project	Total	
Broadcast media		12	100%	\$	-
Newspaper	\$ -	12	100%	\$	-
Printed material		1	100%	\$	-
Advertising/Outreach Estimated Total				\$	-
Advertising/Outreach costs are incurred to increase awareness of the program and the services offered by the program to the refugee/asylee population in Broward County. Broadcast media may include, but is not limited to, radio and television. Printed material may include, but is not limited to, brochures, postcards, posters and other promotional materials that may be printed and used in advertising/outreach services.					
L. MEMBERSHIP FEES & SUBSCRIPTIONS					
Membership/Subscription	Estimated Unit Cost	# of Units	# of Months	% to Project	Total
Membership to professional organizations	\$ -	0	0	100%	\$ -
Membership to educational/academic organizations	\$ -	0	0	100%	\$ -
				\$	-
Membership fees and subscriptions costs include, but are not limited to, the costs associated with participating and/or becoming members of local, state, and national professional and academic organizations necessary to obtain information about innovative ideas and effective strategies on how to best provide the contracted services to the refugee/asylee population.					
M. CLIENT EDUCATIONAL AND TRAINING TOOLS					
Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors' Wages	\$ 25.00	410	2	100%	\$ 20,500.00
ELI - Educational Material	\$ 30.00	0	0	100%	\$ -
ELI Vouchers	\$ 70.00	1	0	100%	\$ -
Admission Application Fees	\$ -	0	1	100%	\$ -
*Rounded to the nearest dollar				Client Education and Training Tools Estimated Total	\$ 20,500
Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC Ids. The proposed budget will cover the following items: ELI instructors wages at an estimated rate of \$25.00 X 388 class hours X 2 months totaling an estimated cost of \$20,500.00 and may include instruction in any of the following types of ELI: ESOL, ELCATE, ESOLAS, WRS, Citizenship and GED. Educational materials total estimated cost \$0. Client Educational expenditures may include vouchers and internal scholarships for clients' registration in approved courses.					
N. FIXED PRICE SERVICES (if applicable)					
Service	Est. # of Units	Fixed Rate	Total		
			\$	-	
Fixed Price Services Estimated Total			\$	-	
NARRATIVE: NA					
O. INFORMATION RESOURCE TECHNOLOGY					
IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 41.79	1	1	100%	\$ 41.79
Computer/laptop maintenance	\$ -	0	0	0%	\$ -
IRT Estimated Total				\$	42
Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, DCF Oracle System access, and SAVE System access.					



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

P. SUBCONTRACTED SERVICES					
Subcontracted Services		Est. Unit Cost	Est. # of Months/Units	% to Project	Total
		\$ -			\$ -
Subcontracted Services Estimated Total					\$ -
Project RENEW does not currently subcontract any administrative services, as all administrative services are handled in house or provided by Broward College at no cost to the program. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.					
Q. SUBCONTRACTED CLIENT SERVICES					
Client Services		Est. Unit Cost	Est. # of Units	% to Project	Total
Client Services		\$ -	0	100%	\$ -
Client Services Estimated Total					\$ -
Project RENEW does not currently subcontract any client services. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.					
R. FINANCIAL AUDIT					
Financial Audit Type		Est. Unit Cost	Est. # of Units	% to Project	Total
Financial Audit		\$ -	0	0%	\$ -
Financial Audit Estimated Total					\$ -
Anticipated expenditures to perform an independent financial audit performed by a licensed audit firm under chapter 473, S.S. Broward College financial audits are conducted by the State of Florida Auditor General.					
S. OPERATING CAPITAL OUTLAY (OCO >\$1,000.00)					
OCO Expense Description		Est. Unit Cost	Est. # of Units	% to Project	Total
					\$ -
OCO Estimated Total					\$ -
NARRATIVE:					
T. INDIRECT COSTS					
Total Personnel, Travel, and Expenses				\$	59,176.05
Indirect Cost Rate					5%
				Indirect Costs Total (less OCO)	\$ 2,959
Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services). BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2019-20.					
U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)					
IRT Expense (Non-recurring) Description		Est. Unit Cost	Est. # of Units	% to Project	Total
Computers/ Laptops computers					\$ -
Printers					\$ -
IRT (non-recurring) Estimated Total					\$ -
NARRATIVE: Although no budget amount is allocated to Equipment (Non-OCO) at this time, the line item is for anticipated expenditures for durable goods include, but are not limited to, computers/laptops, printers, software and other multimedia devices to be used for administrative purposes.					
TOTAL BUDGET AMOUNT					\$ 62,135



AMENDMENT #0004

CONTRACT XK060BC

REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #	XK060-BC	CONTRACT AMOUNT:	\$289,865.00
CONTRACT PERIOD:		CONTRACT MANAGER:	L. Sorzano
BUDGET PERIOD:	12/01/21 - 9/30/22	# of Months in Budget Period	10
Personnel		% of budget	
		Estimated Total	
A. Personnel	49.98%	\$	144,876.17
B. Fringe Benefits	17.78%	\$	51,550.78
C. Other Personnel Services (OPS)	0.00%	\$	-
D. Background Checks	0.00%	\$	-
Personnel Costs Total		\$	196,427
Travel		Estimated Total	
E. Staff Travel/Training	0.08%	\$	218.03
F. Client Transportation	0.00%	\$	-
Travel Costs Total		\$	218
Expense		Estimated Total	
G. Office Expenses			
1. Utilities	0.00%	\$	-
2. Telephone	0.00%	\$	-
3. Postage/Shipping	0.00%	\$	8.00
4. Copies/Printing	0.07%	\$	200.00
5. Office Supplies	0.04%	\$	127.50
6. Janitorial Supplies	0.00%	\$	-
7. Building Maintenance & Repair	0.00%	\$	-
8. Equipment Repair	0.32%	\$	914.00
9. Office Equipment	0.00%	\$	-
10. Security Services	0.00%	\$	-
H. Rental Use of Space	0.00%	\$	-
I. Rental Equipment	0.00%	\$	-
J. Insurance	0.00%	\$	-
K. Advertising/Outreach	0.00%	\$	-
L. Membership Fee/Subscriptions	0.00%	\$	-
M. Client Educational/Training Tools	26.91%	\$	78,000.00
N. Fixed Price Services	0.00%	\$	-
O. Information Resource Technology	0.06%	\$	167.04
P. Subcontracted Services	0.00%	\$	-
Q. Subcontracted Client Services	0.00%	\$	-
R. Financial Audit	0.00%	\$	-
Expense Cost Total			79,417
Direct Costs		Estimated Total	
S. Operating Capital Outlay (>\$1,000.00)	0.00%	\$	-
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%	4.76%	\$	13,803.00
Direct Cost Total		\$	13,803
		100.00%	
Total Contract Budget		\$	289,864.57
Total Contract Budget Rounded to the Nearest Whole Dollar		\$	289,865.00

AMENDMENT #0004

CONTRACT XK060BC

REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

Personnel - A & B																
Position Title	Salaries			Social Security			Medicare			Health Ins			Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project
Director	71,850.00	90%	10	53,887.50	3,341.03	3,341.03	781.37	781.37	9,348.00	7,790.00	378.00			315.00	91.61	91.61
ELI Coordinator	46,920.00	100%	10	39,100.00	2,424.20	2,424.20	566.95	566.95	9,348.00	7,790.00	378.00			315.00	66.47	66.47
PSAV Specialist	43,166.40	100%	10	35,972.00	2,230.26	2,230.26	521.59	521.59	9,348.00	7,790.00	378.00			315.00	61.15	61.15
Administrative Specialist (Part-Time)	19,100.00	100%	10	15,916.67	986.83	986.83	230.79	230.79								
Totals	181,036.40	100%		144,876.17	8,982.32	8,982.32	2,100.70	2,100.70	28,044.00	23,370.00	1,134.00			945.00	219.23	219.23
*Broward College may apply a cost of living increase of up to 2% to all employees during the contract year.																
Personnel - A & B (Continued)																
Position Title	Salaries			Disability Ins			Workers Comp			Retirement/Pension			Totals			
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project				
Director	71,850.00	90%	10	53,887.50	107.78	107.78	-	-	5,830.63	5,830.63		18,257.41	72,144.91			
ELI Coordinator	46,920.00	100%	10	39,100.00	78.20	78.20	-	-	4,230.62	4,230.62		15,471.44	54,571.44			
RENEW Grant Specialist	43,166.40	100%	10	35,972.00	71.94	71.94	-	-	3,892.17	3,892.17		14,882.12	50,854.12			
Administrative Specialist (Part-Time)	19,100.00	100%	10	15,916.67	-	-	-	-	1,722.18	1,722.18		2,939.81	18,856.48			
Totals	181,036.40	100%		144,876.17	257.92	257.92	-	-	15,675.60	15,675.60		51,550.78	196,426.94			
*Rounded to the nearest dollars																
Legend:	CTR - Contribution															
PERSONNEL NARRATIVE																
Director	The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files.															
Data Analyst/ELI Coordinator	ELI Coordinator will be responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Manages and supervises ESOL instructors and courses. Serves as the CASAS Administrator; scores, records and communicates all clients' assessment tests results; and coordinates trainings for instructors. Serves as Burlington/English program administrator: register students, add classes, add instructors, and generate students' progress report; creating course reference numbers and maintaining course and instructor information in the Broward College CID system. Refer clients who complete the 3rd ESOL and higher course levels to employment and vocational providers. Serves as a resource instructor to classroom instructors to enhance their success in meeting students' needs. Monitors and reports instructional hours and student attendance. Responsible for creating and maintaining the Quick reference database; entering required data into the RSDS and CD systems.															
RENEW Grant Specialist	Responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Completes program administrative duties such as payroll and purchase orders. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.															
Part-time Administrative Specialist	Assists with all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties.															
FRINGE BENEFITS																
TYPE	DESCRIPTION															
Social Security	6.2% Social Security X \$144,876.17 staff salaries= \$8,982.32 per 10 months.															
Medicare	1.45% Medicare X \$144,876.17 of staff salaries= \$2,100.70 per 10 months.															
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 10 months per full time employee.															
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$378.00 per year or \$31.50 per month per full time employee. Dental Insurance is calculated at \$31.50 X 10 months per full time employee.															
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .17% of staff salary.															
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .20% of full-time staff (FTE) salaries.															
Workers Comp	Workers comp is provided by the college to all employees.															
Unemployment Ins																
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 10.82% of Staff (FTE) salaries. Total salaries times 10% or \$144,876.17 X 10.82% = \$15,675.60 per 10 months.															



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

C. OTHER PERSONNEL SERVICES (OPS)					
Position	Salary/ Wages	Hours	Months/ Weeks	% on Proj.	Total
Part time administrative assistant	\$0.00	20	15.00		\$ -
OPS Total					\$ -

OPS, temporary employees or part time administrative assistance is occasionally necessary for service delivery, should there be an influx in client numbers, a shortage in staffing or to help maintain an appropriate level of service delivery.

D. BACKGROUND CHECKS				
Description	Type	# of Units	Unit Cost	Total
Background checks	staff	0	\$ -	\$ -
Background Checks Total				\$ -

Background checks may include, but are not limited to initial employment and ongoing random drug & alcohol testing, preliminary criminal background checks, initial and ongoing driving record background reports, initial and ongoing criminal record/fingerprinting checks by FDLE, and local county background checks, of all employees, or for employees who transport children or who are promoted to a position which requires additional testing.

E. STAFF TRAVEL & TRAINING ITEM				
Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	44.5	10	198.03
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage				\$ 198

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	1	1	1	-
Conferences/Meetings - Professional and Academic	\$ 20.00	1	1	1	20.00
Airfare	\$ -	1	1	1	-
Registration Fees	\$ -	1	1	1	-
Per Diem	\$ -	1	1	1	-
Hotel/Lodging		1	1	1	-
Car Rental	\$ -	0	0	0	-
Incidental Expenses	\$ -	0	0	0	-

Subtotal Conference/Meeting Travel and Training \$ 20
Staff Travel & Training Total \$ 218

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 74.5 miles per month X 0.445 X 10 = \$331.53 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional Professional development training in conferences, not offered by Broward College, will be made available to all staff estimated in \$50.00 including conference registration fee, airfare, lodging, per diem and transportation expenses.

F. CLIENT TRANSPORTATION					
Description	Expense	Est. Unit Cost	Est. # of Units per Month	Months	Total
Broward County Transit Bus Passes - Regular Monthly average rate of \$58.90					-
Broward County Transit Bus Passes - Regular Weekly (7 days) average rate of \$20.00	\$ -		0	0	-
Broward County Transit Bus Passes - Student Monthly (31 days) average rate of \$50.00	\$ -		0	0	-
Total					\$ -

The lack of transportation is an obstacle in the ability of some clients to attend classes offered by RENEW. In such situations, RENEW will provide travel assistance in the form of bus passes to currently enrolled clients when a transportation barrier to attending classes and other allowable activities is identified by the Intake staff, Administrative Specialist, or the Manager. The bus passes permit clients to participate in allowable activities such as job interviews, educational class/training, educational workshops, etc. For bus passes, which include daily, weekly and monthly passes for college students and non-college student rates: the amount described is the current rate; should the rate increase, an adjustment will be made to the maximum amount per ticket allowed without the need of a formal contract amendment. Estimated total cost of bus passes: Calculated as follows: thirtyone (31) days bus pass at a cost of \$0.00 per pass X 0 units X 0 months.



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

<i>Expense Category</i>						
G. OFFICE EXPENSES						
1. Utilities						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
						-
						-
Utilities Estimated Total					\$	-
Currently, Broward College and/or Coral Springs Charter School (CSCS) provide telephone services at no cost to Project RENEW at the location of service. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.						
2. Telephone						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Telephone	\$ -	0	0	100%		-
						-
Telephone Estimated Total					\$	-
Currently, Broward College provide telephone services at all the locations where Project RENEW offers services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.						
3. Postage/Shipping						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Postage/Shipping - various mail & shipping carriers	\$ 8.00	1	1	100%		8.00
						-
Postage/Shipping Estimated Total					\$	8
Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.						
4. Copies/Printing						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Business Cards		1	1	100%		-
Copying charges	\$ 0.10	200	10	100%		200.00
						-
Copies/Printing Estimated Total					\$	200
Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$241.						
5. Office Supplies						
Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total	
Office supplies	\$ 12.75	1	10	100%		127.50
						-
* Rounded to the nearest dollar					Office Supplies Total	\$ 128
Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$12.75 per month X 10 months.						
6. Janitorial Supplies						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Janitorial supplies	\$ -	1	5	100%		-
						-
Janitorial Supplies Estimated Total					\$	-
Where classes at held at locations other than Broward College campuses, such as is currently done at the Coral Springs Charter School in Coral Springs,FL, janitorial supplies are occasionally needed. Janitorial supplies may include, but are not limited to, paper towels, cleaning supplies, hand soap, hand sanitizer, and toilet paper.						
7. Building/Maintenance						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Building Maintenance	\$ -	0	0	100%		-
						-
Building Maintenance/Repair Estimated Total					\$	-
Currently, all the locations at which Project RENEW offers services are fully maintained by Broward College and or the institutions at which services are provided at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with building maintenance.						



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

8. Equipment Repair

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 914.00	1	1	100%	914.00
	\$ -				-
\$ 3.00					\$ 914

NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.

9. Office Equipment

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Store/ filing cabinets			1	100%	
Computers/Laptops			1	100%	
Office furniture	\$ -		1	100%	-
Other office equipment			1	100%	
Office Equipment Estimated Total					

NARRATIVE: Office equipment may include but is not limited to laptops, computers, computer monitors, printer, scanners, fax machine, office furniture, filing cabinets and other furnishings and equipment that may be required for normal operations.

10. Security Services

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Security Services	\$ -	2	12	100%	-
	\$ -				-
Security Services Estimated Total					\$ -

Currently, security services are provided by Broward College or the institutions at which Project RENEW offers client services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with security services.

TOTAL ESTIMATED OFFICE EXPENSES COST \$ 1,250

Expense Category (continued)

H. RENTAL OF USE OF SPACE

Address of Rental or Use of Space	Estimated Price per Square Foot/Unit	Estimated # of Days	Estimated # of Months	% to Project	Total
Coral Springs Charter School (CSCS)	\$ -	-	0	100%	\$ -
Broward College classrooms and administrative space	\$ -	-	0	100%	\$ -
Classroom and/or administrative space	\$ -	-	0	100%	\$ -
Rental or Use of Space Estimated Total					\$ -

Rental expenses include rent or lease on properties necessary for the delivery of the contracted services. Rent or lease expenses on buildings or other rental costs are incurred to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area, alternatives available; and the type, condition and value of the property leased. Costs may include the cost of alterations of such leased property, provided such alterations are necessary for the performance of the contract, and of reasonable restoration required by the provisions of the lease and are not included in the rental agreement. Broward College is currently providing several administrative offices and the use of classroom space on various campuses at no charge to Project RENEW. However, to properly deliver contracted services, Project RENEW may incur rental expenses at Coral Springs Charter School (CSCS) and any other Broward College-approved location.

I. RENTAL EQUIPMENT

Rental Equipment	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Office Equipment	\$ -		10	100%	\$ -
Classroom Equipment	\$ -		10	100%	\$ -
Rental Equipment Estimated Total					\$ -

Rental equipment may be necessary for the delivery of contracted services. Such equipment may include, but is not limited to, furniture, fixtures, multimedia devices/programs and speech/language instruction software.

J. INSURANCE

Insurance Type	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
					\$ -
Insurance Estimated Total					\$ -

N/A



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

K. ADVERTISING/OUTREACH				
Advertising Expense Item	Estimated Unit Cost	# of Units/ Months	% to Project	Total
Broadcast media		12	100%	\$ -
Newspaper	\$ -	12	100%	\$ -
Printed material		1	100%	\$ -
Advertising/Outreach Estimated Total				\$ -

Advertising/Outreach costs are incurred to increase awareness of the program and the services offered by the program to the refugee/asylee population in Broward County. Broadcast media may include, but is not limited to, radio and television. Printed material may include, but is not limited to, brochures, postcards, posters and other promotional materials that may be printed and used in advertising/outreach services.

L. MEMBERSHIP FEES & SUBSCRIPTIONS					
Membership/Subscription	Estimated Unit Cost	# of Units	# of Months	% to Project	Total
Membership to professional organizations	\$ -	0	0	100%	\$ -
Membership to educational/academic organizations	\$ -	0	0	100%	\$ -
					\$ -

Membership fees and subscriptions costs include, but are not limited to, the costs associated with participating and/or becoming members of local, state, and national professional and academic organizations necessary to obtain information about innovative ideas and effective strategies on how to best provide the contracted services to the refugee/asylee population.

M. CLIENT EDUCATIONAL AND TRAINING TOOLS					
Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors' Wages	\$ 25.00	365	8	100%	\$ 73,000.00
ELI - Educational Material	\$ 25.00	100	2	100%	\$ 5,000.00
	\$ -			100%	\$ -
Admission Application Fees	\$ -			100%	\$ -
*Rounded to the nearest dollar Client Education and Training Tools Estimated Total					\$ 78,000

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student IDs, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC IDs. The proposed budget will cover the following items: ELI instructors wages at an estimated rate of \$25.00 X 365 class hours X 8 months totaling an estimated cost of \$73,000.00 and may include instruction in any of the following types of ELI: ESOL, ELCATE, ESOLAS, WRS, Citizenship and GED. Educational materials total estimated cost = \$5,000.00. Client Educational expenditures may include vouchers and internal scholarships for clients' registration in approved courses.

N. FIXED PRICE SERVICES (if applicable)			
Service	Est. # of Units	Fixed Rate	Total
			\$ -
Fixed Price Services Estimated Total			\$ -

NARRATIVE: NA

O. INFORMATION RESOURCE TECHNOLOGY					
IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 41.76	2	2	100%	\$ 167.04
Computer/laptop maintenance	\$ -	0	0	0%	\$ -
IRT Estimated Total					\$ 167

Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, DCF Oracle System access, and SAVE System access.



AMENDMENT #0004

CONTRACT XK060BC

REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

P. SUBCONTRACTED SERVICES

Subcontracted Services	Est. Unit Cost	Est. # of Months/Units	% to Project	Total
Administrative services	\$ -	0	0%	\$ -
	\$ -			\$ -
Subcontracted Services Estimated Total				\$ -

Project RENEW does not currently subcontract any administrative services, as all administrative services are handled in house or provided by Broward College at no cost to the program. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.

Q. SUBCONTRACTED CLIENT SERVICES

Client Services	Est. Unit Cost	Est. # of Units	% to Project	Total
Client Services	\$ -	0	100%	\$ -
Client Services Estimated Total				\$ -

Project RENEW does not currently subcontract any client services. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.

R. FINANCIAL AUDIT

Financial Audit Type	Est. Unit Cost	Est. # of Units	% to Project	Total
Financial Audit	\$ -	0	0%	\$ -
	\$ -			\$ -
Financial Audit Estimated Total				\$ -

Anticipated expenditures to perform an independent financial audit performed by a licensed audit firm under chapter 473, S.S. Broward College financial audits are conducted by the State of Florida Auditor General.

S. OPERATING CAPITAL OUTLAY (OCO >\$1,000.00)

OCO Expense Description	Est. Unit Cost	Est. # of Units	% to Project	Total
				\$ -
				\$ -
OCO Estimated Total				\$ -

NARRATIVE:

T. INDIRECT COSTS

Total Personnel, Travel, and Expenses	\$ 276,061.51
Indirect Cost Rate	5%
Indirect Costs Total (less OCO) \$ 13,803	

Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2021-22.

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)

IRT Expense (Non-recurring) Description	Est. Unit Cost	Est. # of Units	% to Project	Total
Computers/ Laptops computers				\$ -
Printers				\$ -
				\$ -
IRT (non-recurring) Estimated Total				\$ -

NARRATIVE: Although no budget amount is allocated to Equipment (Non-OCO) at this time, the line item is for anticipated expenditures for durable goods include, but are not limited to, computers/laptops, printers, software and other multimedia devices to be used for administrative purposes.

TOTAL BUDGET AMOUNT \$ 289,865



AMENDMENT #0004

CONTRACT XK060BC

REVISED EXHIBIT F3 – SERVICE UNIT RATE TABLE

SERVICE UNIT RATE TABLE	
Comprehensive Refugee Services Unit Type	
Adult Education	Unit Cost
Registration	\$25.00
Pre-Test / Post-Test	\$15.00
Voucher Cost and Administration	\$70.00
Monthly Client Guidance and Retention Activities	\$35.00
Enrollment into ELI Level Course	\$220.00
Literacy Completion Point (LCP) and/or Pass Payment	\$30.00
Instructional Hours	\$40.00



AMENDMENT #0003

Contract # XK060BC

Effective the latter of May 28, 2021 or the last date of the signatories, this amends the above referenced **Contract as follows:**

1. The attached Executive Compensation Annual Report, PCMT-08-2021, is added and is due on annual basis by May 1st of each year.
2. The following is added to **EXHIBIT C5 – REPORTING REQUIREMENTS:**

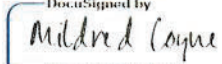
Executive Compensation Annual Report, PCMT-08-2021	Annually by May 1.	May 1, 2022	one (1) electronic and/or one (1) hard copy	Lillian Sorzano CCC 1924 NW 84th Ave Doral, FL 33126 LSorzano@CWSGlobal.org
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3. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

CHURCH WORLD SERVICE, INC.

DocuSigned by

 SIGNED BY: Dr. Mildred Coyne
 NAME: Senior Vice President, Workforce Education and Innovation
 TITLE: _____
 DATE: 6/14/2021

SIGNED BY: 
Erol Kekic
 NAME: _____
 TITLE: Senior Vice President, Immigration and Refugee Program
 DATE: 6/30/2021



Executive Compensation Annual Report

Instructions: Upon entering into a contract with the Department of Children and Families (Department), and annually by May 1 of each year, Providers in a contract with the Department must complete Sections 1 and 2 of this form, and Section 3 if required. Completion of this document is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) and Executive Order 20-44. All references to entity or contract(s) in Sections 2 and 3 shall refer to the Entity and Contract(s) identified in Section 1. Upon completion submit this form to the relevant Department Contract manager(s).

Section 1: Attestation

I attest to my authority to make binding representations on behalf of the entity listed below, that the information contained in this document is accurate and complete to the best of the below-listed entity's knowledge, and that both I and the below-listed entity intend the Department rely upon the information contained in this document in performance of its official duties under FFATA, state law, and Executive Order 20-44.

Broward College

Entity Name

Contract #XK060BC

Department Contract Numbers

076023225

DUNS Number

Kareen Torres, Associate Vice President, Resource Development & Sponsored Programs

Printed Name of Authorized Person

Kareen Torres

Signature of Authorized Person

6/28/21

Date

Section 2: Qualifying Questions

1) Did one or more of the contract(s) result from the Entity being named in federal law or Florida Statutes (substantive or appropriation) as the required recipient of a single source, public-private agreement?

Yes

No

2) Over the past fiscal year, did the Entity receive 50% or more of its budget from either the State of Florida or from a combination of State and Federal funds?

Yes

No

3) During the preceding fiscal year, did the Entity: (a) receive more than \$25 million in total federal funding, (b) the federal funds so received accounted for more than 80% of the Provider's annual gross revenue, and (c) was the compensation of top five executives for the preceding fiscal year not available publicly?

Yes

No

If the answer to any question in this section is Yes, you must proceed to and complete **Section 3**. Otherwise, submit this form to your relevant Department Contract Manager.



Section 3: Annual Executive Compensation Report

Attach the latest copy of the Entity's most recent IRS Form 990 and complete the following. If the IRS 990 form is unavailable for the last fiscal year, please explain why:

N/A

List the Entity's current directors, board members, chief executive officer, chief financial officer, chief operating officer, and any other person performing equivalent functions by their title, the person's total annual compensation, and the percentage of compensation from state (FL %) or federal (Fed %) allocations. If any executive compensation changes prior to the next annual report, the Entity must submit an updated version of this report incorporating those changes. Total annual compensation includes salary, bonuses, cashed-in-leave, cash equivalents, paid personal leave, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout [see also 17 CFR 229.402(c)(2)]. Include the percentage of the total compensation directly from the state or federal allocations to the contracted entity. If any of the above-listed persons also receive compensation from organizations that: (a) created or were created by the Entity; (b) that were created by any of the above-listed persons whose compensation therefrom also derives from state or federal allocations; or (c) contract with the Entity, then identify the organization(s), their relationship with the Entity or the above listed person, and that person's annual compensation from each such organization, and the percentage of that compensation from state (FL %) or federal (Fed %) allocations.

Name	Title	Total Annual Compensation	FL %	Fed %	FL and Fed % (Total)



AMENDMENT # 0002

Contract # XK060BC

This AMENDMENT entered into between Church World Service, Inc., hereinafter referred to as "CWS" and the District Board of Trustees of Broward College, Florida, hereinafter referred to as the "Provider," amends Contract XK060BC.

Effective October 1, 2020, this amends the above referenced **Contract as follows:**

1. The purpose of Amendment #0002 is to restate the contract documents and replace the XK060BC Contract, Exhibit A-F, and Attachment 1-3 signed in March 2020 with the attached XK060BC Contract, Exhibit A-F, and Attachments 1-3 attached hereto. Pages 1-91 are deleted in its entirety and Pages 1-76 are inserted in lieu thereof and attached hereto.
2. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

[the remainder of this page is intentionally left blank]



AMENDMENT # 0002

Contract # XK060BC

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF
BROWARD COLLEGE, FLORIDA

CHURCH WORLD SERVICE, INC.

SIGNED BY: DocuSigned by:
Mildred Coyne
DCAA8BDE1B7E441...

SIGNED BY: Erol Kekic

NAME: Dr. Mildred Coyne
TITLE: Senior Vice President,
Workforce Education and Innovation

NAME: Erol Kekic
TITLE: Senior Vice President,
Immigration and Refugee Program

DATE: 12/15/2020

DATE: 12/18/2020



Contract No. XK060BC
CFDA No. 93.566
CSFA No. N/A

Client Services Non-Client
Subrecipient Vendor
Federal Funds State Funds

THIS CONTRACT is entered between Church World Service, Inc., hereinafter referred to as “**CWS**” and the **District Board of Trustees of Broward College, Florida**, hereinafter referred to as the “**Provider**”. If this document is denoted above as a GRANT AGREEMENT, the term “Contract” as it may appear hereinafter shall be construed to mean “Grant” or “Grant Agreement” as the context may provide. Similarly, the term “Provider” shall be construed to mean “Grantee” and the term “CCC” shall be construed to mean “Contract Compliance Coordinator”.

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

CWS and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

CWS is engaging the Provider for the purpose of delivering refugee adult education services and to assist refugees and entrants to become economically self-sufficient as quickly as possible following their arrival in the United States, as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed \$760,898.00.

1.2. Official Payee and Party Representatives

1.2.1. The name, address, telephone number and e-mail address of the Provider’s official payee to whom the payment shall be directed on behalf of the Provider are:

Name: Diane Peart
Associate Vice President, Workforce & Continuing Education
Address: The District Board of Trustees of Broward College
Cypress Creek Administrative Center, 6400 N.W. 6th Way, Office – 171
City: Ft Lauderdale State: Florida Zip Code: 33309
Phone: 954-201-7871 Ext: N/A E-mail: dpeart@broward.edu

1.2.2. The name of the contact person and address, telephone, and e-mail address where the Provider’s financial and administrative records are maintained are:

Name: Jocelyn Martinez
Program Director – Project RENEW
Address: The District Board of Trustees of Broward College
Pines Center, 16957 Sheridan Street
City: Pembroke Pines State: Florida Zip Code: 33331
Phone: 954-201-2670 & 954-201-3714 Ext: N/A E-mail: jmartine@broward.edu

1.2.3. The name, address, telephone number and e-mail of the Provider’s representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: Jocelyn Martinez
Program Director – Project RENEW
Address: The District Board of Trustees of Broward College
Pines Center, 16957 Sheridan Street
City: Pembroke Pines State: Florida Zip Code: 33331
Phone: 954-201-2670 & 954-201-3714 Ext: N/A E-mail: jmartine@broward.edu



1.2.4. The name, address, telephone number and e-mail address of the Contract Compliance Coordinator for CWS for this Contract are:

Name: Lilliam Sorzano
Address: Church World Service
1924 NW 84 AVE
City: Doral State: Florida Zip Code: 33126
Phone: 305-774-6770 Ext: 1118 E-mail: LSorzano@CWSGlobal.org

Per section 402.7305(1)(a), F.S., CWS' CCC is the primary point of contact through which all contracting information flows between CWS and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3. Effective and Ending Dates

This Contract shall be effective on **March 1, 2020** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **March 1, 2020** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **September 30, 2022**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4. Contract Document

This Contract is composed of the documents referenced in this section.

1.4.1. The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

1.4.3. The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

1.4.4. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- 1.4.2.1. Exhibits A through F;
- 1.4.2.2. Any documents incorporated into any exhibit by reference, or included as a subset thereof;
- 1.4.2.3. This Standard Integrated Contract;
- 1.4.2.4. Any documents incorporated into this Contract by reference;
- 1.4.2.5. Attachments 1 through 3.

2. STATEMENT OF WORK

The Provider shall perform all applicable tasks as specified, pertained to Adult Education Services; and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, CWS reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by CWS to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks

2.1. Scope of Work

The Scope of Work is described in EXHIBIT B.

2.2. Task List

The Provider shall perform all applicable tasks as specified, pertained to Adult Education Services, set forth in the Task List,



found in EXHIBIT C, in the manner set forth therein.

2.3. Deliverables

Deliverables shall be as described in EXHIBIT D.

2.4. Performance Measures.

2.4.1. The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-1.

2.4.2. To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, CWS, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of CWS within the prescribed time, and if no extenuating circumstances can be documented the Provider to CWS satisfaction, CWS must terminate the Contract. CWS has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

CWS shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by CWS per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The CWS' performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1. Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., CWS has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by CWS or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than 1 dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

The Provider shall be paid in accordance with **EXHIBIT F**, Method of Payment and Invoices.

3.3. Invoices

3.3.1. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.3.2. The final invoice for payment shall be submitted to CWS no more than **30** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and CWS will not honor any requests

submitted after the aforesaid period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by CWS.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, CWS will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance of the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

3.5. Overpayments and Offsets

The Provider shall return to CWS any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by CWS and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by CWS, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by CWS to not be in full compliance with contract requirements shall be deemed overpayments. CWS shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to CWS from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to CWS any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Financial Report, no later than 60 days following the ending date of this Contract.

3.6. MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1. Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract the Provider shall, without exception, be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving CWS, which by its nature affects the services provided under this Contract.

4.2. State Policies

The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.3. Independent Contractor, Subcontracting and Assignments

4.3.1. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind CWS by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right for any individual to State retirement, leave benefits, or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

- 4.3.2.** CWS will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractor, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.
- 4.3.3.** The Provider shall not subcontract under this Contract
- 4.3.3.1** The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of CWS, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.
- 4.3.3.2** The Provider is responsible for all the work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontractors shall be evidenced by a written document. The Provider further agrees that CWS shall not be liable to the subcontractor in any way or for any reason relating to this Contract.
- 4.3.3.3** The provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.
- 4.3.4.** To the extent that a subcontract provides for payment after Provider's receipt of payment from CWS, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from CWS in accordance with section 287 .0585, F.S., unless otherwise stated in the contract between Provider and subcontractor. Failure to pay within seven (7) working days will result in penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4. Provider Indemnity

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

- 4.4.1.** If the Provider removes an infringing product because it is not reasonably able to modify that product or secure CWS the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that CWS determines to be of equal or better functionality or be liable for CWS' cost in so doing.
- 4.4.2.** Further, the Provider shall indemnify CWS for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by CWS.
- 4.4.3.** The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding CWS negligent shall excuse the Provider of performance under this provision, in which case CWS shall have no

obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless CWS shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.5. Insurance

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish CWS written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. CWS reserves the right to require additional insurance as specified in this Contract.

4.6. Notice of Legal Actions

The Provider shall notify CWS of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact CWS. CWS' CCC will be notified within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.7. Intellectual Property

It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of CWS, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that CWS shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply. Notwithstanding the foregoing provision, if the Provider is a college and a member of the Florida College System, then section 1004.726, F.S., shall apply.

4.7.1. If the Provider uses or delivers to CWS for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by CWS its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.7.2. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but CWS shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products. Notwithstanding the foregoing provision, if the Provider is a college and a member of the Florida College System, then section 1004.726, F.S., shall apply, but CWS shall retain a perpetual, fully-paid, non-exclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.8. Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a CWS-approved Transition Plan, which shall be developed jointly with the new provider in consultation with CWS.

4.9. Real Property

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

4.10. Publicity

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

4.11. Sponsorship

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

4.12. Employee Gifts

The Provider agrees that it will not offer to give or give any gift to any CWS or Florida Department of Children and Families employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to CWS and the Florida Department of Children and Families, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.13. 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:

- 4.13.1.** A reportable incident is defined in CFOP 180-04, which can be obtained from the CCC.
- 4.13.2.** Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the CCC.
- 4.13.3.** Other reportable incidents shall be reported to CWS and the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation

Request (Form CF 1934) and also emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. 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.

4.14. Employment Screening

4.14.1. The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.2.1. Employment history checks;

4.14.2.2. Fingerprinting for all criminal record checks;

4.14.2.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.14.2.4. Federal criminal records check from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.14.2.5. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

4.14.2.6. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.14.2. The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

4.14.3. CWS requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract Provider Agency, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Department or a Contract Provider, or if that individual is being promoted, transferred or demoted within the Department or Agency."

4.15. Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4.16. Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to the CCC. The list must include the following information:

- 4.16.1. Name of each contracting State agency and the applicable office or program issuing the contract.
- 4.16.2. Identifying name and number of the contract.
- 4.16.3. Starting and ending date of each contract.
- 4.16.4. Amount of each contract.
- 4.16.5. A brief description of the purpose of the contract and the types of services provided under each contract.
- 4.16.6. Name and contact information of each Contract Manager.

5. **RECORDS, AUDITS AND DATA SECURITY**

5.1. **Records, Retention, Audits, Inspections and Investigations**

5.1.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by CWS under this Contract. Upon demand, at no additional cost to CWS and the Florida Department of Children and Families, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying or audit by Federal, State, or other personnel duly authorized by CWS and/or the Florida Department of Children and Families.

5.1.2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to CWS and/or the Florida Department of Children and Families.

5.1.3. At all reasonable times for as long as records are maintained, persons duly authorized by CWS, the Florida Department of Children and Families, and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.4. A financial and compliance audit shall be provided to CWS and the Florida Department of Children and Families as specified in this Contract and in Attachment 1.

5.1.5. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

5.1.6. No record may be withheld nor, may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copies, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. **Inspections and Corrective Action**

The Provider shall permit all persons who are duly authorized by CWS and/or the Florida Department of Children and Families to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure CWS and/or the Florida Department of Children and Families of the satisfactory performance of the terms and conditions of this Contract. Following such review, CWS and/or the Florida Department of Children and Families may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in CWS' and/or the Florida Department of Children and Families' direction. This provision will not limit CWS' and/or the Florida Department of Children and Families' choice of remedies under law, rule, or this contract.

5.3. Provider's Confidential and Exempt Information

5.3.1. By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Florida Department of Children and Families on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of CWS and/or the Florida Department of Children and Families, it shall promptly provide to CWS and/or the Florida Department of Children and Families a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to CWS and the Florida Department of Children and Families in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.3.2.1. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

5.3.2.2. CWS and the Florida Department of Children and Families, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1., correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, CWS and/or the Florida Department of Children and Families are authorized to produce the records sought without any redaction of proprietary or trade secret information.

5.3.3 The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law

5.4. Health Insurance Portability and Accountability Act

The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 United States Code (U.S.C.) § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment 3 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 the Provider's performance of this Contract.

5.5. Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to CWS and/or Department information systems or maintain any client or other confidential information in electronic form:

5.5.1. An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to CWS' security staff and will maintain an appropriate level of information

security for CWS and/or Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to CWS and/or Department information systems or any client or other confidential information. The Security Officer will ensure that any access to CWS and/or Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

5.5.2. The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to CWS and/or Department information systems or any client or other confidential information.

5.5.3. All who request or have access, through the Provider's access to CWS and/or Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the CCC.

5.5.4. The Provider shall prevent unauthorized disclosure or access, from or to CWS and/or Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.5.5. The Provider agrees to notify the CCC as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to CWS and/or Department information systems or to any client or other confidential information.

5.5.6. The Provider shall at its own cost, comply with section 501.171, F.S. The Provider shall also at its own cost implement measures deemed appropriate by CWS to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to CWS and/or Department information systems or to any client or other confidential information.

5.6. Public Records

5.6.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which CWS may unilaterally terminate this Contract.

5.6.2. As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of CWS within the meaning of section 119.011(2), F.S., the Provider shall:

5.6.2.1. Keep and maintain public records that ordinarily and necessarily would be required by CWS in order to perform the service.

5.6.2.2. Upon request from CWS' custodian of public records, provide to CWS a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

5.6.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to CWS.

5.6.2.4. Upon completion of the contract, transfer, at no cost, to CWS all public records in possession of the Provider or keep and maintain public records required by CWS to perform the service. If the Provider transfers all public records to CWS upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CWS, upon request from CWS' custodian of public records, in a format that is compatible with the information technology systems of CWS.

5.6.3. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from CWS to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict CWS application of any other remedy available to it under law or this Contract.

6.1.2. The increments of penalty imposition that shall apply, unless CWS determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for a corrective action plan, in accordance with the following standards.

6.1.2.1. Noncompliance that is determined by CWS to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

6.1.2.3. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

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

6.2. Termination

6.2.1. In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by CWS without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2. This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to CWS unless a sooner time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Contract become unavailable, CWS may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. CWS shall be the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, CWS may terminate the Contract upon no less than twenty-four (24) hours' (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of CWS or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by CWS specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, CWS may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. CWS' failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. CWS' waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit CWS' right to remedies at law or in equity.

6.2.5. Failure to have performed any contractual obligations under any other contract with CWS in a manner satisfactory to CWS will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

- 6.2.5.1.** Previously failed to satisfactorily perform under a contract with CWS, been notified by CWS of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of CWS; or
- 6.2.5.2.** Had a contract terminated by CWS for cause.

6.2.6. In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.2.7. If this Contract is for an amount of \$1 Million or more, CWS may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, CWS may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

6.3. Dispute Resolution

6.3.1. Any dispute concerning performance of this Contract or payment hereunder shall be decided by CWS, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the CCC. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of CWS' decision, the Provider delivers to the CCC a petition for alternative dispute resolution.

6.3.2. After receipt of a petition for alternative dispute resolution CWS and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5. This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6. All notices provided by CWS under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery. All notices provided by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Miami-Dade County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3. Severability of Terms

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4. Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to CWS survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

7.5. Modifications

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

7.6. Anticompetitive Agreements

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to CWS or a provider of services to CWS.

7.7. Communications

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication as email and attachments thereto are deemed received when the email is received.

7.8. Accreditation

CWS is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, CWS has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of CWS' providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time. The Provider is already in compliance with this section by being accredited through SACS.

7.9. Transitioning Young Adults

The Provider understands CWS' interest in assisting young adults aging out of the dependency system. CWS encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.10. DEO and Workforce Florida

The Provider understands that CWS, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. CWS encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.11. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12. Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by CWS for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. § 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

7.13. Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.13.1. The Provider shall comply with the provisions in accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

7.13.2. The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

7.13.3. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within twenty (20) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.14. Use of Funds for Lobbying Prohibited

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

7.15. Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.16. Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may

file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

7.17. PRIDE

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

7.18. Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if the box for Federal Funds is checked at the beginning of this contract.

8.1. Federal Law

8.1.1. The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

8.1.2. If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to CWS.

8.1.4. No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment 2. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the CCC. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the CCC, prior to payment under this Contract.

8.1.5. If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.6. If the Provider is a federal subrecipient or pass-through entity, then the provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR & 180.220) must not be made to parties listed on the government-wide exclusions in the System of Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.1.7. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a “contractor” or a “subrecipient”, as those terms are defined in 2 CFR, Part 200. If a Provider’s subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2. Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

8.2.1. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than \$25 million in total federal funding.

8.2.2. The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, whose purpose is to further transparency by establishing government-wide data identifiers and standardized reporting formats to recipients and sub-recipients.

8.3. Federal Whistleblower Requirements

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov/index.html>. OSH Act does not apply to State of Florida or its agencies, subdivisions, departments or boards.”

9. CLIENT SERVICES APPLICABILITY

The terms in this section apply if the box for Client Services is checked at the beginning of this contract.

9.1. Client Risk Prevention

If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within twenty (20) days of the execution of this contract, submit to the CCC an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term “supervision” includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home or be placed in a licensed foster care setting. No later than twelve months following CWS’ original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. CWS agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, CWS may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

9.3. Emergency Support to the Deaf or Hard-of-Hearing

9.3.1. The Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2. If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact will process the compliance data and submit electronically to the CCC by the 4th business day of the month, covering the previous month's reporting. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to CWS' CCC within fourteen (14) calendar days of the effective date of this requirement.

9.3.3. The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

9.3.4. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

9.3.5. The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

9.3.6. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions and provide assistance in completing the forms as requested by the customer or companion.

9.3.7. If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

9.3.8. CWS requires each contract/subcontract provider agency's direct service employees to complete training on Serving Our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in the employees' personnel file.

9.4. Confidential Client and Other Information

Except as provided in this Contract, the Provider shall not use or disclose, but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

9.4.1. Client and Other Confidential Information. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S.

9.4.2. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR § 431.300-306, 45 CFR § 205.

9.4.3. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

9.5. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

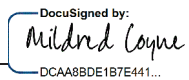


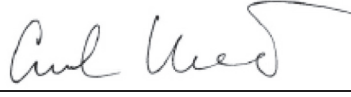
By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

IN WITNESS THEREOF, the parties hereto have caused this 79-page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

CHURCH WORLD SERVICE, INC.

Signature: 
Print/Type Name: Dr. Mildred Coyne
Title: Senior Vice President, Workforce Education and Innovation
Date: 12/15/2020

Signature: 
Print/Type Name: Erol Kekic
Title: Senior Vice-President, Immigration and Refugee Program
Date: 12/18/2020

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): _____

Provider Fiscal Year Ending Date: _____

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EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Standard Contract, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. Programmatic definitions are found in **EXHIBIT A1**.

A-2. STATEMENT OF WORK

NA

A-3. PAYMENT, INVOICE AND RELATED TERMS

NA

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1. Section 4.1.1 of the Standard Contract, is hereby added:

4.1.1. In addition to the laws set out in the Standard Contract under Section 4.1., the Provider agrees to comply with the following laws, regulations, and any amendments or additions to these laws and regulations:

4.1.1.1 45 CFR Part 400 - HHS Refugee Resettlement Program

4.1.1.2 45 CFR Part 401 - Cuban/Haitian Entrant Program

4.1.1.3 45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments

4.1.1.4 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122; A-133 -- see, 78 FR 78590-01 (Dec. 26, 2013))

4.1.1.5 48 CFR, Chapter 1, Subpart 31.7., Federal Acquisition Regulations for Non Profit Organizations

4.1.1.6 Rules 69I-40 and 69I-42, F.A.C., (Bureau of Auditing and Travel Expenses)

4.1.1.7 CFOP 40-1 - DCF Travel Rules and Regulations

4.1.1.8 CFOP 75-8 - DCF Policies and Procedures of Contract Oversight

4.1.1.9 CFOP 80-2 - DCF Property Management Rules and Regulations

4.1.1.10 Rule 65-29.001, F.A.C., Financial Penalties for a Provider's Failure to Comply with a Requirement for Corrective Action

4.1.1.11 The Victims of Trafficking and Violence Protection Act of 2000

4.1.1.12 The Trafficking Victims Protection Reauthorization Act of 2003, 2005, 2008, and 2013

4.1.1.13 Immigration and Nationality Act, 8 U.S.C. 1101 et seq.

4.1.1.14 Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193, 110 Stat. 2105

4.1.1.15 Intergovernmental Cooperation Act, 31 U.S.C. 6501 et seq.

4.1.1.16 Public Information Act, 5 U.S.C. 552

A-4.2. Section 4.11., Sponsorship, of the Standard Contract, is hereby amended to add:

4.11. Outreach Materials

All outreach materials, including flyers, advertisements, public service announcement scripts, etc., prepared with Refugee Services (RS) grant funds must include a statement acknowledging that the project is sponsored by the State of Florida, Department of Children and Families, RS, with grants from the U.S. Department of Health and Human Services, Office of

Refugee Resettlement (ORR). The Provider shall submit all materials to the CCC for review and approval (45) calendar days prior to publication and dissemination.

A-5. RECORDS, AUDITS AND DATA SECURITY

A-5.1. Section 5.7. of the Standard Contract, is hereby added to read:

5.7. Safeguards Regarding the Use and Disclosure of Client Data

- 5.7.1. 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.
- 5.7.2. 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.
- 5.7.3. 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.
- 5.7.4. 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.
- 5.7.5. The Provider shall not disclose any information acquired from SAVE/VIS to any other person or entity without the prior written consent of CWS. Prior written consent from CWS 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 CWS. 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.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1. Section 6.3 of the Standard Contract, is hereby amended to read:

6.3 Dispute Resolution

It is desired that the Provider and CWS 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. Both parties agree the venue for any court action shall be Miami Dade County, Florida.

A-7. OTHER TERMS

NA

A-8. FEDERAL FUNDS APPLICABILITY

NA

A-9. CLIENT SERVICES APPLICABILITY

A-9.1. Section 9.1 of the Standard Contract, is hereby amended to read:

9.1 Client Risk Prevention



If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 to the CCC and to the hotline noted below. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees, and any subcontracts and their employees performing work under this Contract.

A-9.2. Sections 9.6-9.8 of the Standard Contract, are hereby added to read:

9.6. Fees and Donations

No fees shall be imposed by the Provider to clients served under this Contract, other than those set by CWS. 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 CCC 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.

9.7. Property

EXHIBIT A2 applies to all property transferred by CWS to the Provider and any property purchased by the Provider with funds provided by this Contract. 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 one (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.

9.8. Information Technology Resources (ITR)

The Provider must receive written approval from the CCC prior to purchasing any ITR with Contract funds. The Provider will not be reimbursed for any ITR purchases made prior to obtaining the CCC's written approval.



EXHIBIT A1 – PROGRAMMATIC DEFINITIONS

A1-1 Refugee Services Programmatic Acronyms

- A1-1.1 ABE** – Adult Basic Education
- A1-1.2 AGE** – Adult General Education
- A1-1.3 AE** – Adult Education
- A1-1.4 CASAS** – Comprehensive Adult Student Assessment Systems
- A1-1.5 CET**– Client Education and Training
- A1-1.6 CHEP** – Cuban/Haitian Entrant Program
- A1-1.7 CL** – Career Laddering
- A1-1.8 CRS** – Consolidated Refugee Services
- A1-1.9 DCF** – Florida Department of Children and Families
- A1-1.10 DFS** – Florida Department of Financial Services
- A1-1.11 DHS** – Department of Homeland Security
- A1-1.12 DOE** – Florida Department of Education
- A1-1.13 DOJ** – Department of Justice
- A1-1.14 DOS** – Department of State
- A1-1.15 ELI** – English Language Instruction
- A1-1.16 ELCATE** – English Literacy for Career and Technical Education
- A1-1.17 ESOL** – English for Speakers of Other Languages
- A1-1.18 ESOLAS** – Adult ESOL Academic Skills
- A1-1.19 ESS** – DCF’s Office of Economic Self-Sufficiency
- A1-1.20 F.A.C.** – Florida Administrative Code
- A1-1.21 FAQ** – Frequently Asked Questions
- A1-1.22 FFY** – Federal Fiscal Year
- A1-1.23 FSSP** – Family Self Sufficiency Plan
- A1-1.24 GED** – General Education Development
- A1-1.25 HHS** – Department of Health and Human Services
- A1-1.26 LCP** – Literacy Completion Point
- A1-1.27 LEP** – Limited English Proficiency
- A1-1.28 LPR** – Lawful Permanent Resident
- A1-1.29 OCP** – Occupational Completion Point
- A1-1.30 OJT** – On-the-Job Training
- A1-1.31 OLAP** – Office of Legal Access Programs
- A1-1.32 ORR** – U.S. Department of Health and Human Services, Office of Refugee Resettlement
- A1-1.33 PHI** – Protected Health Information



- A1-1.34 QMP – Quality Management Plan
- A1-1.35 R&P – Resettlement and Placement
- A1-1.36 RCA – Refugee Cash Assistance
- A1-1.37 RFE – Request for Evidence
- A1-1.38 RS – State of Florida, Department of Children and Families, Refugee Services Program
- A1-1.39 RSDS – Web-RS/Refugee Services Data System
- A1-1.40 SSI – Supplemental Security Income
- A1-1.41 STT – Short term training
- A1-1.42 TANF – Temporary Assistance to Needy Families
- A1-1.43 USCIS – United States Citizenship and Immigration Services
- A1-1.44 VOT – Certified Victim of a Severe Form of Human Trafficking
- A1-1.45 WRS – Workplace Readiness Skills
- A1-1.46 WT – Welfare Transition
- A1-1.47 YDP – Youth Development Plan

A1-2 Refugee Services Programmatic Definitions

A1-2.1 Assessments.

A1-2.1.1 Education and Training Standardized Assessment Instrument. A valid and reliable testing instrument that is administered, scored, and interpreted in a standard manner to determine initial placement and subsequent educational or program gains of clients.

A1-2.1.1.1 For English language courses, the standardized assessment instruments to document progress, representing the attainment of Literacy Completion Points, shall be in accordance with Rules 6A-6.014 and 6A-10.040, F.A.C., and other assessment memoranda, Assessment Technical Assistance Papers, and FAQs distributed by the DOE and any subsequent revisions thereto. In the event that a DOE issued document supersedes F.A.C., providers shall comply with the superseding DOE issued document.

A1-2.1.1.2 For vocational training, the assessment instruments must reflect achievement of the required competencies of the curriculum frameworks in the areas in which the instruction is focused.

A1-2.2 Benchmarks. Measureable and verifiable progression points towards meeting an established goal.

A1-2.3 Case Coordination. The coordination of services in response to a client's needs as identified through each client's comprehensive assessment(s) that are aimed at identifying the client's barriers to effective resettlement.

A1-2.4 Client. An eligible individual for whom services are provided by the contracted service provider. Clients may fall into one of the following categories:

A1-2.4.1 Resettled Client. A client who was recently resettled in the service area by one of the DOS-sponsored R&P agencies, and is currently engaged in R&P, MG, or CHEP.

A1-2.4.2 Walk-in Client. A client who has migrated or relocated to Broward County, FL, and has never received services through a current or expired RS-funded Contract in the service area. Clients who have received RS-funded services in other service areas and who relocate or migrate to Broward County, FL are considered walk-in clients.

A1-2.4.3 Returning Client. A former client who received services through a current or expired RS-funded contract in the service area of this Contract, and is returning for additional services through the CRS program.

A1-2.5 Follow-up. The activity of contacting clients to assess their progress towards meeting the goals necessary to attain economic self sufficiency.

A1-2.6 Intake Date. The date the client is determined to be eligible for each service deemed appropriate.

A1-2.7 Matching Grant (MG) Program. An ORR-funded alternative program to public assistance wherein local voluntary agencies agree to match ORR's grant with cash and in-kind contributions of goods and services from the community. The program's goal is to facilitate self-sufficiency within four months of the date of eligibility by providing services such as case management, employment, provision of food or food subsidies, suitable housing, and transportation assistance for the first 120 days. Enrollment must be completed within 31 days of eligibility for the program.

A1-2.8 Refugees/Entrants. People who are eligible for RS pursuant to State and Federal regulations and who are in need of the services outlined in this Contract. Refugees/Entrants, as used in this Contract include:

A1-2.8.1 Refugees of all nationalities;

A1-2.8.2 Cuban/Haitian Entrants, including Parolees and Asylum Applicants;

A1-2.8.3 Asylees of all nationalities;

A1-2.8.4 Amerasians;

A1-2.8.5 VOTs;

A1-2.8.6 LPRs who adjusted from prior refugee, entrant, or asylee status; and

A1-2.8.7 Special immigrants of Iraqi or Afghan nationality.

A1-2.9 Service Area. For the purpose of this Contract the service area refers to Broward County, FL.

A1-3 Program Specific Terms. Program specific terms used in this document are defined in the RS Glossary which is incorporated herein by reference and maintained in the CCC's file. Program specific terms not included in the above referenced glossary are defined below. In the event of a conflict between the definitions in the glossary and the Contract, the Contract document shall take precedence over the RS Glossary.

A1-3.1 Adult Education Services Definitions

A1-3.1.1 ABE. Defined by DOE as courses designed to improve the employability of an individual through instruction in reading, mathematics, language, and workplace readiness skills.

A1-3.1.2 ESOLAS. Defined by DOE as a course (one level) with an emphasis on academic proficiency in listening and speaking, with added emphasis on reading and writing.

A1-3.1.3 Attendance Unit. A client that attends one or more classroom sessions for any course in a billing cycle. Clients who attend more than one course will be counted for each course in a billing cycle.

A1-3.1.4 Clients Enrolled. The unduplicated number of eligible clients enrolled in any course/program at any time during a reporting period.

A1-3.1.5 Completion. Clients are able, according to DOE standards, to take the related standardized test (such as the CASAS test) and the results (including course end date and reason) have been entered in the RSDS.

A1-3.1.6 Completion Point(s). Point(s) attained representing OCPs or LCPs or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks and frameworks.

A1-3.1.7 Coordinated Academic Training. Course offerings in AGE instructional courses such as:

A1-3.1.7.1 ABE courses;

A1-3.1.7.2 GED preparation courses, defined by DOE as courses designed to help individuals attain American or high school level academic skills; or

A1-3.1.7.3 Citizenship Preparation courses, defined as a non-academic course offered to clients in preparation for the naturalization test required for U.S. Citizenship, including, but not limited to,

U.S. civics, history, government, citizens' rights and responsibilities, the Declaration of Independence, and the U.S. Constitution.

- A1-3.1.8 Documented Progress.** Successful completion of program standards, benchmarks and frameworks, using standardized assessment instruments, sufficient to obtain successful completion of an LCP signifying progression to the next level of instruction for AE courses.
- A1-3.1.9 ESOL.** Defined by DOE as courses designed to help individuals of limited English proficiency achieve competence in the English language.
- A1-3.1.10 ELI.** Instruction in the English language to limited English proficient students. Such instruction shall be designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible.
 - A1-3.1.10.1 Lower Level ELI Courses.** For purposes of this Contract, courses (levels 100-400) include: Literacy A, Literacy B, Literacy C, Foundations, Low Beginning, and High Beginning.
 - A1-3.1.10.2 Upper Level ELI Courses.** For purposes of this Contract, courses (levels 500-800) include: Low Intermediate, High Intermediate, Advanced, and ESOLAS.
- A1-3.1.11 ELI Tuition Voucher.** A certificate of funding by the Provider to a client to be used to fund a client's enrollment costs in an appropriate ELI course provided by an accredited public school.
- A1-3.1.12 Instructional Hours.** The hours that teachers or instructors actually spend in the classroom teaching clients course material.
- A1-3.1.13 Intake.** The process in which the Provider completes the eligibility determination, initial data collection and Client Release of Information Form for new clients or returning clients who have not participated in services provided under this Contract for 12 consecutive months who intend to enroll in courses provided under this Contract.
- A1-3.1.14 Term.** A period of time as determined by the Provider that sets the beginning and end date for each session of the school year.
- A1-3.1.15 Tuition.** A DOE determined fee for a program or course of study that is offered by an accredited vocational center, located within Broward County, FL, RS pre-approved fee for an RS pre-approved program or course of study, for those programs or courses of study which do not fall under the DOE fee schedule or framework, that is offered by an accredited vocational center located within Broward County, Florida.
- A1-3.1.16 WRS.** Defined by DOE as courses to improve English language skills to maintain employment and/or enhance career opportunities within the company and are held at the worksite in a location provided by the employer.

EXHIBIT A2 – PROPERTY

- A2-1** 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.
- A2-2** 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 CCC. 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, CWS 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.
- A2-3** 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 CWS 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 CWS whether new purchases have been made or not.
- A2-4** 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.
- A2-5** The CCC 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 CCC's approval. The Provider shall furnish a closeout inventory no later than 45 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.
- A2-6** 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 CWS and shall be used in place of the original acquisition cost.
- A2-7** Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract shall be vested in CWS 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 CWS the replacement cost of any property inventoried and not transferred to CWS upon completion or termination of this Contract. When property transfers from the Provider to CWS, the Provider shall be responsible for paying for the title transfer.
- A2-8** 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.
- A2-9** The Provider hereby agrees to indemnify CWS 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.
- A2-10** A formal Contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

EXHIBIT B – SCOPE OF WORK

- B-1. SCOPE OF SERVICE.** Under the terms of this Contract, adult education services are to be provided to eligible refugees/entrants who reside in Broward County, Florida. Refugees/Entrants residing in counties where no RS-funded adult education program exists may be served, with prior written approval from the CCC.
- B-2. MAJOR CONTRACT GOALS.** The purpose of the CRS Program is to assist refugee/entrant families in achieving self-sufficiency, effective resettlement, and successful integration into the local community.
- B-3. SERVICE AREA/LOCATIONS/TIMES.**

B-3.1. Services Delivery Location. Under the terms of this Contract, the Provider shall provide services at the following locations:

Services Delivery Locations	
Broward College North Campus 1000 Coconut Creek Blvd Coconut Creek, FL 33066	Broward College Central Campus 3501 SW Davie Road Davie, FL 33314
Broward College South Campus 7200 Pines Blvd Pembroke Pines, FL 33024	Broward College Pines Center 16957 Sheridan Street Pembroke Pines, FL 33331

The Provider may provide services at various locations, apart from those listed above, throughout Broward County, Florida.

B-3.2. Service Times.

B-3.2.1. Services shall be provided during days and hours that will encourage clients' participation in adult education services. Because many clients can be better served with extended hours, the Provider is encouraged to offer evening and weekend service times.

B-3.2.2. Any changes in service times and any additional holidays that the Provider wants to observe shall be reviewed and approved in writing by the CCC.

B-3.3. Changes in Location. The Provider shall request approval from the CCC, in writing, a minimum of (45) calendar days prior to making a change, addition, or deletion in service location.

B-4. CLIENTS TO BE SERVED. Refugees/Entrants seeking adult education services.

B-5. CLIENT ELIGIBILITY. This Contract may be funded by any of the grants listed below.

B-5.1. Refugee Support Services/Social Services Grant funds can be used to serve eligible refugees/entrants who have been in the United States for less than 60 months. Under 45 CFR § 400.152, clients with a date of entry more than 60 months prior to the date of service may be provided citizenship and naturalization preparation services, referrals, and/or interpreter services. The following priorities apply to clients eligible for services funded through these grants:

B-5.1.1. First Priority. All newly arriving refugees/entrants during their first (1st) year in the U.S. who apply for services;

B-5.1.2. Second Priority. Refugees/entrants who are receiving cash assistance;

B-5.1.3. Third Priority. Unemployed refugees/entrants who are not receiving cash assistance; and

B-5.1.4. Fourth Priority. Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.

B-5.2. Refugee School Impact Grant Set-Aside, Refugee Support Services/Social Services Grant funds can be used to serve youth clients seeking the Academic Services Pathway. The following priorities apply:



- B-5.2.1. First Priority.** Youth clients who have been in the U.S. for less than 12 months or within twelve 12 months of their date of asylum or applicable eligibility date;
 - B-5.2.2. Second Priority.** Youth clients who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
 - B-5.2.3. Third Priority.** Youth clients whose date of entry in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the approval of the CCC.
- B-5.3. Services to Older Refugees Set-Aside, Refugee Support Services/Social Services Grant** funds can be used to serve older refugees/entrants (over the age of 60 years old). The following priorities apply:
- B-5.3.1. First Priority.** All newly arriving older refugees/entrants during their first year of service eligibility who apply for services;
 - B-5.3.2. Second Priority.** Older refugees/entrants who have lost, or are at risk of losing, SSI and/or other federal benefits; and
 - B-5.3.3. Third Priority.** Older refugees/entrants with the greatest relative risk of nursing home placement.
- B-5.4. Refugee Mentoring Set-Aside, Refugee Support Services Grant** funds can be used to serve refugees/entrants between the ages of 15 and 24 seeking Mentoring Services. The following priorities apply:
- B-5.4.1. First Priority.** Refugees/ Entrants who have been in the U.S. for less than twelve 12 months or within 12 months of their date of asylum or applicable eligibility date;
 - B-5.4.2. Second Priority.** Refugees/Entrants who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
 - B-5.4.3. Third Priority.** Clients whose date of entry in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the approval of the CCC.
- B-6. 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 and/or CWS. CWS has final authority on client eligibility.
- B-7. EQUIPMENT.** The Provider shall list all property/equipment purchased under this Contract on a property/equipment inventory list (**EXHIBIT C2 – INVENTORY REPORT**). The inventory report shall include a description and location of the property, as detailed on **EXHIBIT C2**. A copy of the inventory list is to be maintained in the CCC's file.
- B-8. CONTRACT LIMITS.**
- B-8.1.** 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.
 - B-8.2.** Funds for this Contract are administered under the terms of the grant(s) funding this Contract and 45 CFR Parts 400 and 401 and are subject to all grant and Federal regulatory requirements. Due to the unpredictability of refugee arrival patterns, Federal grant requirements, and grant award amounts, CWS reserves the right to add funding to meet additional scope of services and tasks or decrease Contract value if needs change or federal grant amounts decrease.
 - B-8.3.** A client must already have an eligible immigration status or classification at the point of intake to establish service eligibility.
 - B-8.4.** Funds awarded under this Contract may not be used to supplant DOE general revenue funds or any other federal funds awarded to the Provider.
 - B-8.5.** By entering into this Contract, the Provider or any subcontractor providing Adult Education Services represents that it is not also receiving State funds or charging DOE for the same goods and services funded under this Contract. The Provider has a duty to maintain clear records that distinguish its receipt of State and Federal funds and prevent duplicative funding. If at any time, CWS staff learns and verifies that the Provider was collecting State funds for the goods and services funded under this Contract, the Provider will have an obligation, as part of a Corrective Action Plan, to refund all State monies to DOE or to refund CWS for all such duplicative funding as determined by CWS. The Corrective Action Plan shall also include

provisions that repair the administrative or structural elements in the Provider's organization that allowed such duplicative funding to occur.



EXHIBIT C – TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. SERVICE TASKS

- C-1.1. Consolidated Refugee Services (CRS) Transition Plan.** CWS/The Provider shall develop a transition plan from the existing service delivery model to the CRS model to ensure the continuity of services provided to refugees/entrants in the service area. The plan shall include the following components:
- C-1.1.1.** All tasks and subtasks to be performed and a schedule for all deliverables;
 - C-1.1.2.** The timeframe for the transfer of staff (if applicable), equipment, administrative services and functions, and a plan to ensure suitable contracts are in place with those partners that signed a Memoranda of Understanding, or subcontract. The list should be delineated by service;
 - C-1.1.3.** Any additional services or functions required to ensure the seamless transition in service delivery and the Provider's proposed means of implementation, including timeline;
 - C-1.1.4.** Provisions and timetables for informing and educating staff, stakeholders, community partners, and others on issues relating to the transition; and
 - C-1.1.5.** Provisions for the orderly transition and close-out of all contract documents, transfer of individual records, and case files from the previous refugee contract.

The Provider shall submit the Transition Plan to the CCC for review and approval by the due date outlined in

EXHIBIT C5.

- C-1.2. CRS Plan.** CWS/The Provider shall develop and implement a CRS Plan for Broward County, that outlines an integrated service delivery system for clients and promotes refugee engagement in the community. The plan shall include information on how CWS/The Provider intends to promote long-term self-sufficiency and social integration of all refugees served under the CRS program. The plan shall also provide a detailed description of the CWS/The Provider's proposed methods for serving refugees and entrants over a large geographical area. The plan shall include CWS/The Provider's streamlined and detailed processes for outreach, intake, assessment, case coordination, tracking client (case) progress and follow-up, and the delivery of all services. The CRS Plan shall also outline all the linkages, working agreements, and subcontracts the Provider will incorporate into the integrated service delivery system, including how CWS/The Provider shall ensure that clients experience a smooth transition of service delivery between any partner organizations. To whatever extent possible, CWS/The Provider shall coordinate and establish a streamlined process to only require one RS determination of eligibility per client, by sharing client information and planning among service providers. CWS/The Provider shall ensure that care coordination among program specialists and case managers reduces paperwork, processes, and any potentially conflicting goals for the client. The Provider shall submit the CRS Plan to the CCC for review and approval by the due date outlined in **EXHIBIT C5**. The CRS Plan may be revised without a formal contract amendment with the written approval of the CCC, prior to the implementation of the revision.

In the CRS Plan, the Provider shall also include a business case for the provision of each proposed service (e.g. adult education, etc.). The business case shall outline the benefits of the Provider's chosen method for delivering each service while examining the cost-effectiveness and feasibility of each method when compared to other possible methods.

- C-1.3. Quality Management Plan (QMP).** CWS/The Provider shall implement a QMP for the CRS integrated service delivery system. The Plan shall include the quality assurance and improvement activities to be conducted by the Provider and any subcontracted organizations, the intervals at which they will be conducted, and the types of data which will be collected, analyzed, and reported. The main goal of the QMP shall be to improve long-term outcomes for refugees within Broward County, and the plan shall outline the use of short-term outcomes and outputs to analyze trends and effects. The plan shall also include reporting to CWS on essential performance data and information, as well as any quality improvement activities for each grant reporting period (quadrimester, quarter, and semi-annually). The Provider shall submit the QMP to the CCC for review and approval by the due date outlined in **EXHIBIT C5**. The QMP may be revised without a formal contract amendment with the written approval of the CCC, prior to the implementation of the revision.

- C-1.4. Outreach Services.** The Provider shall ensure that a variety of appropriate outreach activities are designed to familiarize potentially eligible individuals with available contract services, to explain the purpose of these services, and to facilitate access to these services, as well as familiarize clients with available community resources. 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 CCC for review and approval forty-five (45) calendar days prior to publication and dissemination.
- C-1.5. Uptake Analysis.** The Provider shall conduct an annual uptake analysis, for prior year arrivals that identifies the number of eligible clients in the county and the number of clients, demographics of unserved adult education clients, and percentage of unserved adult education clients. The uptake analysis shall be submitted to the CCC by the due dates outlined in **EXHIBIT C5**.
- C-1.6. Client Eligibility Determination.** CWS/The Provider shall determine refugee/entrant program eligibility based on the individual's immigration status, date of status, and if applicable, country of origin using original immigration documents provided by the individual. The period of eligibility is calculated from the client's date of eligible status in the U.S. (e.g. date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.). A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required to accurately determine eligibility. Immigration documentation used to determine eligibility may be scanned and uploaded to RSDS. The latest RS Eligibility Determination guide is online at link <http://www.myffamilies.com/service-programs/refugee-services/eligibility-guide-refugee-service-providers>.
- C-1.7. Income Eligibility Determination.** CWS/The Provider shall determine income eligibility clients interested in vocational training. The income eligibility determination shall include documentation (signed by the client) in the client's file that the total income calculated for the family does not exceed the 185% of the federal poverty level income standards. Income eligibility shall be determined at the time of intake and for services occurring after the refugee/entrant has obtained legal permanent resident status.
- C-1.8. Immigration Status Verification.** In the event the Provider elects to use the SAVE/VIS Program, the Provider shall:
- C-1.8.1.** Obtain a written, signed release from each applicant authorizing the release of the DHS data to DCF-ESS Florida, RS, CWS and the Provider.
- C-1.8.2.** 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-1.8.3.** Provide to CWS names, addresses, and contact information of Provider staff using the SAVE/VIS Program.
- C-1.9. Intake.** Upon determination of client eligibility and income eligibility, CWS 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., date of eligible status (e.g. date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.), current county of residence, date of birth, gender, and, if applicable and if available, Social Security Number and port of entry.
- CWS shall conduct an intake on all eligible clients regardless of employment authorization status; whether or not the clients are receiving public benefits.
- CWS shall obtain clients' signatures on the RS approved intake form attesting to the accuracy of information and the acceptance of services. Forms must be provided to clients in their native language in compliance with the LEP policy.
- C-1.10. 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 C3**) and update the applicable release information in RSDS.
- C-1.10.1.** Social Security Number;
- C-1.10.2.** DHS SAVE/VIS data;

- C-1.10.3.** PHI;
- C-1.10.4.** Financial Information;
- C-1.10.5.** Employment Outcome Disclosures; and/or
- C-1.10.6.** Contact Information Disclosures.

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 C3** may be implemented without the need of a formal contract amendment.

- C-1.11. CRS Orientation.** CWS/The Provider may provide CRS orientation services to all eligible clients who have received an intake regardless of employment authorization status. CRS Orientation services may include, but are not limited to, information on:
 - C-1.11.1.1.** Expectations regarding employment and services provided by the employment program, including job development, job referrals;
 - C-1.11.1.2.** Additional services available through the CRS program, including child care, English language training, vocational training, youth services, and legal services;
 - C-1.11.1.3.** Information on the importance of health care, health insurance requirements per the Affordable Care Act, availability of health insurance through the health insurance marketplace, and how to access healthcare through the marketplace; and
 - C-1.11.1.4.** Services that may be available in the community.
 - C-1.11.1.5.** If the Provider deems it necessary, a more in-depth orientation may be offered to refugees and entrants who are within their first 120 days of arrival. Topics may include, but are not limited to, daily living skills, cultural adjustment, public transportation, and money management.
- C-1.12. Case Coordination.** CWS/The Provider shall create an integrated and streamlined case coordination system that provides assessment, planning, and coordination of services with the overall goal of economic self-sufficiency and social integration. Case coordination shall include referrals to outside agencies and access to assistive services, such as transportation and interpretation, when necessary. Case coordination may also include other activities such as counseling clients on how to identify and address physical and mental health needs. Additional case coordination services may be provided in accordance with CFR 400.154 and 400.155, the Department's State Plan, and the CRS Plan.
- C-1.13. Adult Education (AE) Services.** The Provider shall develop a method of delivering AE Services to appropriate clients. AE services shall include the following minimum components:
 - C-1.13.1. Pre-Test Standardized Assessment.** The Provider shall conduct an evaluation of the client's English language ability and/or educational level using standardized assessment instruments administered as a pre-test and maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. For vouchered clients, the Provider is not responsible for conducting an evaluation of the client's English language ability and/or educational level themselves but shall maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. The date of the pre-test assessment cannot precede the client intake date.
 - C-1.13.2. Enrollments.** The Provider shall enroll clients in the appropriate education program based on the client's educational needs. The Provider may provide the following:
 - C-1.13.2.1. English Language Enrollment.** The Provider shall enroll clients in the appropriate level of ELI based on the client's performance on standardized assessment instruments. The Provider shall offer ELI enrollments into courses including, but not limited to:
 - C-1.13.2.1.1. English for Speakers of Other Languages (ESOL); and**
 - C-1.13.2.1.2. English Literacy for Career and Technical Education (ELCATE).**

C-1.13.2.2. High School Equivalency Diploma Program.**C-1.13.2.3. Citizenship Preparation Courses.****C-1.13.2.4. ABE Courses.**

C-1.13.2.5. Vouchers. The Provider may distribute vouchers to eligible clients for the clients to enroll in appropriate ELI courses.

C-1.13.3. Refugee-Specific Instructional Services. If the course offerings in the mainstream classes are not appropriate for the needs of the refugee population in the community, the Provider may provide refugee-specific classes. The Provider shall determine the number of staff and refugee-specific instructional hours necessary for each ELI course. If refugee-specific classes are offered, the Provider shall submit a report by the due dates outlined in **EXHIBIT C5** to the CCC outlining the following:

C-1.13.3.1. Types of ELI Courses that will be offered;

C-1.13.3.2. Number of enrolled students in each course;

C-1.13.3.3. Number of staff needed to instruct each course;

C-1.13.3.4. Total anticipated refugee-specific instructional hours; and

C-1.13.3.5. Class Schedule.

C-1.13.4. Post-Test Standardized Assessment. The Provider shall assess progression of clients at the completion of each course utilizing standardized assessment instruments. The Provider shall document in the client file and in RSDS the attainment of LCPs, or documented progress, along with applicable post test scores obtained using standardized assessment instruments during the assessments. Post test scores may be used for placement in subsequent educational courses.

C-1.13.5. Guidance and Retention. The Provider may deliver guidance and retention services designed to assist the client's progression and retention in the program(s) in which they are enrolled. This may include, but is not limited to, course advising, attendance tracking and guidance, support service needs identification and referrals, follow-up on recommendations and outcomes of testing, and the value of enrollment in at least one (1) or more courses over consecutive terms.

C-1.14. Additional Services. The Provider may provide additional services allowed under State and Federal laws and regulations, namely 45 CFR Parts 400.154 and 400.155, or State Grant Awards. Any such service shall be provided as agreed to in the CRS Plan. These services must contribute to the integration and self-sufficiency outcomes of refugees, and may include, but are not limited to translation services, interpreter services, transportation assistance, and emergency client assistance.

C-1.15. Case Notes. The Provider shall maintain electronic or hard-copy readable case narrative information, in chronological format, recording critical contact with the client (case notes are optional for legal services). Information documented should clearly describe status of the services being provided and what is happening with the client including what specific services and/or activities are being performed by the provider to assist the client in achieving the employability plan goals. The Provider shall contact clients on a monthly basis regarding referrals, placements, problem resolution and progress made on the employability plan tasks and goals. Contact shall be documented in the case notes and, at a minimum, shall include:

C-1.15.1. The purpose for the client contact(s);

C-1.15.2. Clients progress, including any problems identified by the client(s) and employer(s);

C-1.15.3. How problems/barriers identified were addressed by the Provider;

C-1.15.4. Detailed information on service activities and planned future activities with dates of service delivery;

C-1.15.5. Referrals to other service providers; and

- C-1.15.6.** Closing entries that provide a summation of the clients' overall status and addresses the needs and barriers identified in the clients' individual employability plan and are aligned with documentation in the Termination of Client Services form (**EXHIBIT C8**).
- C-1.16. Transportation.** The Provider may provide transportation assistance to clients when necessary for participation in CRS activities including, but not limited to employability training or the acceptance or retention of employment, adult education participation, limited by the Provider's line item budget, which identifies vehicle usage to clients and/or fare passes on public transportation systems. If issuing transportation passes, the Provider shall maintain a tracking log and supporting documentation of the purchase and issuance of cards to eligible clients. Delivery of transportation services to clients shall be documented in RSDS.
- C-1.17. Information and Referral Services.** CWS/The Provider shall be familiar with community resources and, in particular, services provided to refugees/entrants and shall have established links with other local service providers to ensure that the supportive service needs of refugees/entrants can be met. CWS/The Provider shall refer refugees/entrants to these services as needs are identified. Assistance may be provided telephonically or on a walk-in basis with no formal refugee eligibility determination required. Assistance may include but is not limited to information and/or referrals for, application for benefits through the DCF-ESS, food banks, emergency assistance agencies, federally qualified health centers, mental health counseling, subsidized or income-sensitive housing, county health departments, KidCare, social security administration, transportation options, and other resources that would benefit the target population. For clients enrolled in CRS CWS/The Provider shall maintain in the CRS individual/family client file clear documentation of all referrals made for the client/family that reflects the referral type(s), provider(s) referred to, referral date(s), and referral reason(s).
- C-1.18. Data Security and Access Request Forms.** The Provider shall ensure that its staff whose duties require them to access client information through the RSDS must complete the following annually:
- C-1.18.1.** DCF Security Agreement (form CF 0114, which is available from the CCC);
- C-1.18.2.** DCF Security Awareness Training, as specified in Section 5.5.2 of the Standard Contract; and
- C-1.18.3.** RSDS Security Access Request Form (**EXHIBIT C4**).
- Any subsequent revisions to the **EXHIBIT C4** may be implemented without the need of a formal Contract amendment.
- C-1.19. Electronic Data.** The Provider shall use the CWS Case Management application and/or RSDS application to submit electronic data with the required data elements as specified in the RSDS Application User Guide or any subsequent revisions to this guide without the requirement of a Contract amendment. The Provider shall submit electronic data via direct entry into RSDS or via batch interface, as required by RS.
- C-1.20. 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:
- C-1.20.1.** Identifies the language(s) likely to be encountered while providing contract services;
- C-1.20.2.** Estimates the number of eligible people likely to be affected by the need for language interpretation assistance;
- C-1.20.3.** Establishes an in-house point of contact who is competent to provide language interpretation services or competent to provide document translation assistance for written documents;
- C-1.20.4.** Identifies a process by which language interpretation services not available on-site shall be provided to LEP persons;
- C-1.20.5.** 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;
- C-1.20.6.** 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;
- C-1.20.7.** Identifies how the service Provider shall inform and train staff; and identify the frequency of staff training;

- C-1.20.8.** 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; and
- C-1.20.9.** The level and depth of compliance a service Provider must meet in order to comply with requirements of Title VI of the Civil Rights Act of 1964 can be determined by using the compliance requirement criteria below. If the refugee/entrant population to be served:
 - C-1.20.9.1.** Is 10% of the eligible population or 3,000 (whichever is less), the service Provider shall provide translated written documents, including vital documents for the group.
 - C-1.20.9.2.** Is 5% of the eligible population or 1,000 (whichever is less), the service Provider, at a minimum, shall translate vital documents, while other document translations can be oral.
 - C-1.20.9.3.** Is fewer than 100 persons, the service Provider is not required to translate written materials, but shall 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 LEP plan for compliance to CWS within 45 days following the Contract effective date and submit the LEP Policy Questionnaire annually thereafter. Failure to comply with this requirement may place the Provider in Breach of Contract and the Provider may be penalized as provided in Section 6.1. of the Standard Contract.

- C-1.21. Quarterly Review.** CWS will review Contract performance and discuss the Provider's progression towards meeting Contractual goals. The Quarterly Review agenda may include, but is not limited to, reviewing deliverables, minimums, performance data, costs associated with providing services, arrival and intake data, and any programmatic/administrative concerns.
- C-1.22. Termination of Client Services.** The Provider shall terminate a client's case for the following reasons:
 - C-1.22.1.** Client completion of all objectives and no longer in need of services;
 - C-1.22.2.** Client no longer meets eligibility criteria for the program;
 - C-1.22.3.** Written or verbal notification by the client of withdrawal from the program;
 - C-1.22.4.** Client relocation out of the service area;
 - C-1.22.5.** Non-participation of the client; the client has not participated in service for 30 days or as appropriate for the particular service, as described below;
 - C-1.22.5.1.** For Adult Education Services non-participation is 12 consecutive months;
 - C-1.22.6.** Unsuccessful closure; client participated but objectives not achieved; or
 - C-1.22.7.** Death of the client.
- C-1.23. Client Case File.** For each client served, the Provider shall maintain an electronic or hard-copy case file that includes a detailed chronological account of service delivery including, but not limited to, the following:
 - C-1.23.1.** Eligibility documentation, including a legible copy of the front and back (if applicable) of immigration documentation;
 - C-1.23.2.** Intake information;
 - C-1.23.3.** Client Release of Information Form;
 - C-1.23.4.** Case notes, including face-to-face contact, client activities, status in achieving goals, any changes in client or family situation, or any other issues that assist or hinder client progression;
 - C-1.23.5.** Referral information;
 - C-1.23.6.** Termination of client services documentation (completion of **EXHIBIT C8** for employment clients if closed);
 - C-1.23.7.** Client Assessment(s);

- C-1.23.8.** AE Services documentation (e.g. information on course enrollment, assessment of English language ability, client progression assessment, course completion, or other activities); and
- C-1.23.9.** Income eligibility determination signed and dated by client (if applicable);
- C-1.23.10.** Documentation of additional services provided, such as emergency client assistance, translation and/or interpretation services.

C-1.24. Task Limits.

- C-1.24.1.** The Provider shall not make stipend payments to a client under the terms of this Contract.
- C-1.24.2.** The Provider shall not perform any tasks related to the program, other than those described in this Contract, without the express written consent of CWS.
- C-1.24.3.** 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.
- C-1.24.4.** 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.
- C-1.24.5.** The Provider is prohibited from filing an application to make the person eligible for services under this Contract. A client must already have an eligible immigration status or classification at the point of intake to establish service eligibility.
- C-1.24.6.** Contract funds shall not be used by the Provider to pay any service application fees due to a federal entity or to pay any court fees that are required to be paid by the client.
- C-1.24.7.** No civil litigation/representation against the Federal, State or Local government shall be provided for matters other than immigration and immigration-related issues.
- C-1.24.8.** Clients are limited to three (3) enrollments in a particular level or course in an attempt to achieve documented progress. If the client is unsuccessful in achieving documented progress in said level or course after three (3) attempts, the Provider shall refer the client to other funding sources/programs that are more suited to meet the client's needs.
- C-1.24.9.** Course offerings under this Contract are limited to those that are within the frameworks developed by the DOE or those approved in writing by the CCC no fewer than 45 calendar days prior to implementation.
- C-1.24.10.** The Provider shall document client progression assessment information using those standardized testing instruments identified in Rules 6A-6.014(4), 6A-6.014(5), and 6A-10.040, F.A.C. or DOE-issued document that supersedes these F.A.C. and any subsequent revisions thereto.
- C-1.24.11.** The Provider shall not be reimbursed or paid under this Contract for individuals enrolled in Adult Education who are also enrolled in a K-12th grade public school program.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

- C-2.1.1.** 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 CCC, in writing, within (7) calendar days following the loss of a staff member funded by this Contract in part or in whole.
- C-2.1.2.** The staffing levels are contained in the Project Budget Summary and shall be sustained throughout the Contract period. In the event CWS determines that the Provider's staffing levels do not conform to those set forth in the project budget summary, it will advise the Provider in writing, and the Provider shall have 30 calendar days to remedy the identified staffing deficiencies.



C-2.1.3. The Provider may make staffing changes for those positions funded either in whole or in part with funds from this Contract. The CCC must be notified in writing when a change of incumbent staff occurs. 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 Project Budget Summary, and cost allocation (if applicable). 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.

C-2.2. Professional Qualifications

C-2.2.1. 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.

C-2.2.2. 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 youth served by the Provider. Security background investigation documentation shall be maintained on file with the Providers' employment records.

C-2.2.3. The Provider shall maintain staff for data and quality management functions who possess experience with computer-based information systems, technical assistance, and knowledge of the organization's system design. CWS reserves the right to request the resume of data staff to ensure qualifications are appropriate for the position.

C-2.3. Subcontracting

C-2.3.1. Subject to Section 4.3. of the Standard Contract, the Provider shall not subcontract for services under the terms of this Contract. 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.

C-2.3.2. (If applicable) The Provider shall execute contracts for subcontracted services within 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 CCC prior to the expiration of the 90-day deadline. Within 30 days of executing contracts for subcontracted services, the Provider shall provide CCC copies of the executed subcontract.

C-2.3.3. Subcontract Agreements. (If applicable) 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.

C-2.4. Records and Documentation

C-2.4.1. Client Records. The Provider shall maintain client information as follows:

C-2.4.1.1. 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.

C-2.4.1.2. 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 ORR requirements.

C-2.4.2. Format Requirements. Submission of documents produced by the Provider to satisfy the requirements of this section must be submitted to CWS in Microsoft Office product format in the versions used by CWS at the time of submission, currently MS Project 2007 or newer version, MS Word 2007 or newer version, MS Excel 2007 or newer version.

C-2.4.3. 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

CWS harmless from any claim or damage, including reasonable attorneys' fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records, whether public record or not, and promises to defend CWS against the same at its expense.

C-2.4.4. 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 CWS upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

C-2.4.5. 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 CWS approval.

C-2.5. Reports (programmatic and to support payment)

C-2.5.1. Required Reporting Submission. The Provider shall submit reports according to the reporting requirements specified in **EXHIBIT C5**. In the case of an anticipated delay in meeting this requirement, the Provider shall submit a written justification for the delay and a request for an extension to the CCC prior to the expiration of the submission deadline. Only submittals received by the due date or pursuant to an approved extension will be considered timely. All due dates not specifically identified are calendar days.

C-2.5.2. Additional Reporting Requirements. The Provider shall provide additional reporting pertaining to the services rendered in the Contract should CWS determine this to be necessary.

C-2.5.3. Data Reports.

C-2.5.3.1. Data Entry Deadlines. The Provider shall submit to CWS data by the 7th of each month, except in emergency circumstances and as approved in writing by the CCC. The reports produced by CWS are the official record of deliverables and overall program performance, unless notified immediately of discrepancies.

C-2.5.3.2. Data Integrity. If notified by CWS of reporting discrepancies, the Provider has two (2) 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 two (2) business days of the notification. The Provider shall notify the CCC when corrections are needed and again when corrections are completed.

C-2.5.4. 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 6.1. of the Standard Contract.

C-2.6. Provider Responsibilities

C-2.6.1. Provider Unique Activities

C-2.6.1.1. The Provider must be knowledgeable of the refugee/entrant populations to be served in the identified service area.

C-2.6.1.2. 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.

C-2.6.1.3. 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.

C-2.6.1.4. 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.

C-2.6.2. Coordination with Other Providers/Entities

C-2.6.2.1. CWS may undertake or award other contracts for additional or related work, and the Provider shall fully cooperate with other such Providers, CWS employees, 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.

C-2.6.2.2. The Provider shall attend the scheduled Refugee Task Force meetings for their service delivery area. The Provider shall participate in, present at, and collaborate with other social service agencies at the meetings.

C-2.7. Refugee Clients under Age 18. Providers who care for children and youth shall have and provide to CWS 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.

C-2.8. 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.

C-3. STANDARD CONTRACT REQUIREMENTS Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.



EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS

Name of Organization:		
Location:		
Contract number:		
Type of service:		
Report Period:	<u>Fall/Winter</u> October 1 – March 31	<u>Spring/Summer</u> April 1 – September 30

Section A: Accomplishments

Report <u>specific, measurable activities</u> related to refugees' attainment of self-sufficiency and integration		
Topic	Activities/Services	Outcome

Section B: Challenges & Emerging Issues

Report any <u>challenges or emerging issues</u> related to refugees' attainment of self-sufficiency and integration		
Topic	Challenge/Emerging Issue	Action & Resolution

Section C: Promising Practices

Report any promising practices adopted in the reporting period related to refugees' attainment of self-sufficiency and integration		
Topic	Promising Practice	Action & Resolution

Section D: Client Success Stories

Please provide one (1) success story of a refugee who received services during the reporting period.

Section E: Emergency Housing Assistance

Please report on any emergency housing assistance that was provided during the reporting period.



EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS

Topic Options for Sections A, B, and C	Topic Definition
Community Resources for Clients	Community resources for clients refers to the accessibility and availability of non-ORR services or programs for clients
Documentation/Records Management	Documentation/Records management refers to the maintenance and organization of case and program level documentation (i.e. case files, database, confidentiality, etc.)
Eligibility	Eligibility refers to the determination or documentation of eligibility of ORR programs and services
Program Development	Program development refers to building capacity and support for refugee assistance programs (i.e. outreach/education, partnerships, etc.)
Services	Services refer to the services and benefits specific to refugee assistance programs (e.g. health, employment, social, intensive case management (W-F), etc.)
Other	“Other” is used to document accomplishments, challenges and promising practices that do not specifically relate to the above-mentioned topics

EXHIBIT C2 – INVENTORY REPORT

INVENTORY REPORT										Exhibit <u> </u>	
PROVIDER NAME AND ADDRESS _____					DATE OF THIS INVENTORY _____					DCF DISTRICT _____	
										CONTRACT # _____	
Make/ Model Number	Manufacturer Serial Number	Identification Number	Description	Purchase Approval Date, if required (date of IRR approval)	Date of Purchase	Original Acquisition Cost	Condition Code	Current Location	Name of Property Custodian	Funding Source	
Condition Codes (E) Excellent Condition - Property is in excellent, serviceable condition (F) Fair Condition - Property is worn but is in reusable condition (G) Good Condition - Property is in average reusable, serviceable condition (P) Poor Condition – Property may have usable parts but is very worn, old, or obsolete, or of no use to the state. (S) Scrap Condition - Property is not usable by the state, or is obsolete, un-repairable, or unsafe.											





EXHIBIT C3 – CLIENT RELEASE OF INFORMATION FORM

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-VIII of this form and the purpose for each, requesting the client initial each applicable section.

Client Initials

I. SOCIAL SECURITY NUMBER DISCLOSURE

I hereby agree to provide my social security number(s) to the Florida Department of Children and Families(DCF)/Refugee Service Program, though I understand I am not required to do so under the law. I further authorize the Florida Department of Children and Families/Refugee Services Program to use my social security number(s) for identity, income, employment and eligibility verification, as well as other purposes related to the administration of DCF 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/Refugee Services Program and Church World Service, Inc. to access Federal public benefits and/or Refugee Services-funded services.

III. PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE

I hereby authorize the release of my PHI to the Florida Department of Children and Families/Refugee Services Program 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 the Florida Department of Children and Families/Refugee Services Program for the purpose of determining eligibility for services, employment outcomes and/or economic statistics.

V. EMPLOYMENT OUTCOME DISCLOSURE INFORMATION

I hereby authorize the release of my employment information to the Florida Department of Children and Families/Refugee Services Program, for the purpose of verifying employment and determining the outcome of employment services. This data may include but is not limited to, Employee Information (Name, Date of Birth and Social Security Number), Employer Information, Employment Information (Job Title, most recent Start Date, and Termination Date, if applicable), and Salary/Benefits Information (Rate of Pay, Average Hours per Pay Period, Wages, Access to Health Insurance, etc.).

VI. CONTACT INFORMATION DISCLOSURE FOR CONDUCTING A SURVEY

I hereby authorize the release of my contact information: Full Name, Local Address, Cell/Home Phone Number, and Email address to the vendor approved by the Florida Department of Children and Families/Refugee Services Program for the purpose of conducting a survey to rate my refugee experience and generally assess refugee needs.

VII. CONTACT INFORMATION DISCLOSURE FROM ADULT EDUCATION SERVICE PROVIDERS

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, Adult Education test scores, Documentation of Vocational Program Completion, and ESOL level by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Adult Education provider to the Refugee Services funded Employment service provider so they can contact me to explain the employment and vocational training I might be eligible to receive.

VIII. CONTACT INFORMATION DISCLOSURE FROM EMPLOYMENT SERVICE PROVIDERS

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, and Test scores, if applicable, by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Employment service provider to the Refugee Services funded Adult Education provider so they can contact me to explain the educational services I might be eligible to receive.

CLIENT RIGHTS

- I have the right to revoke this authorization at any time by writing to the Florida Department of Children and Families/Refugee Services Program and Church World Service, Inc.
- 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/Refugee Services Program and Church World Service, Inc. will give me a copy of this form upon my request.
- I understand that this authorization will expire at the conclusion of my Refugee Services eligibility period (5 years from date of entry) 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.

_____ Client Name _____ Client Signature _____ Date

Provider Use Only: I have explained this form and its purpose to the client and the client has refused to sign.

_____ Provider Signature _____ Date



EXHIBIT C4 – RSDS SECURITY ACCESS REQUEST FORM



REFUGEE SERVICES DATA SYSTEM SECURITY ACCESS REQUEST (SAR) Revised: 6/16/2020

Form fields for Date, Contract Number, Provider / Program Name, Employee Requesting RSDS Access, Employee Position Title, Employee Email Address, Employee Phone, and Purpose for Access.

Attachments required with this form:

- DCF Security Agreement (form CF 0114, pg 1 and 2), signed and dated by both the supervisor and employee requesting RSDS access.
DCF Security Awareness Training Certificate (Internet training certificate).

Date that DCF Security Awareness Training was completed by employee:

DCF Security Awareness Training can be reached going to the DCF Internet site at: https://www.myflfamilies.com/general-information/DCF-training. You will need to follow the link "Security Awareness Training" in the middle of the page.

Signature and approval fields for Supervisor and Data Security Officer, including Name and Date of Approval.

FOR DEPARTMENT USE ONLY section with fields for Contract Manager's Signature, Date, Data Unit Supervisor's Signature, and Date of Approval.



EXHIBIT C5 – REPORTING REQUIREMENTS

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	CWS Office
Invoice EXHIBIT F4	Monthly	15th day of each month following the service period.	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Narrative Reporting Requirements, as specified in EXHIBIT C1	Semi-Annually	April 5, 2020 October 5, 2020 April 5, 2021 October 5, 2021 April 5, 2022 October 5, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Actual Expenditure Report EXHIBIT F6	Quarterly	30 days following the end of the quarter	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Limited English Proficiency (LEP) Policy	Within 45 days following the Contract effective date and the LEP Policy Questionnaire annually thereafter	April 15, 2020 April 15, 2021 April 15, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Financial and Compliance Audit and accompanying management letter as specified in Attachment 1	Annually	Within 160 days following Provider's fiscal year end or within 30 days of Provider's receipt of the audit report, whichever occurs first	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Inventory Report EXHIBIT C2	Annually and 45 days prior to completion of Contract	August 15, 2020 August 15, 2021 August 15, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Emergency Preparedness Plan as specified in Section 9.2 of the Standard Contract	Within 20 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	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Civil Rights Compliance Checklist as specified in Section 7.13 of the Standard Contract	Within 20 days of Contract execution and annually thereafter	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Proof of Liability Insurance as specified in Section 4.5. of the Standard Contract	Within 20 days of Contract execution and annually thereafter	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@CWSGlobal.org
Support to the Deaf or Hard of Hearing as specified in Section 9.3.2 of the Standard Contract	Monthly	4 th business day of each month	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Employment Screening Affidavit as specified in Section 4.14.2. of the Standard Contract	Annually	July 15, 2020 July 15, 2021 July 15, 2022	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@CWSGlobal.org
CRS Transition Plan	Within three (3) days of Contract effective date	March 3, 2020	1 electronic	Lilliam Sorzano CCC

				LSorzano@CWSGlobal.org
CRS Plan	Within 30 days of Contract effective date	March 30, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Uptake Analysis	Annually	December 30, 2020 December 30, 2021	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Quality Management Plan (QMP)	45 days after Contract effective date	April 15, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Refugee-Specific Course Offerings	Quarterly/Term	March 20, 2020 June 20, 2020 August 20, 2020 December 20, 2021 March 20, 2021 June 20, 2021 August 20, 2021 December 20, 2022 March 20, 2022 June 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org



EXHIBIT C10 – CHILD CARE REFERRAL Non-TANF Refugee Services

1. To: Provider Name _____ 2. Date of Referral _____
 3. Address of Eligibility Center _____ Phone# _____

4. Parent's Name _____		DOB: _____	
5. a. Address _____		Phone: _____	
6. Parent's Alien Number _____	7. Parent's Date of Entry into U.S. _____	8. Country of Origin _____	
9. Spouse / Second Parent Name if in the Home _____		10. Spouse/2 nd Parent's Alien # _____	11. Spouse/2 nd Parent's Date of Entry into U.S. _____
		12. Country of Origin of 2 nd Parent _____	
13. Services Currently Being Received By Parent: (i.e. Medicaid, TANF Support Services, etc.) _____			

14. Referral Source (i.e. Employment, Adult Ed., Match Grant): (Select one)		
<input type="checkbox"/> Employment Provider	<input type="checkbox"/> Adult Education Provider	<input type="checkbox"/> Matching Grant Program
15. Priorities: (Select one)		
First - <input type="checkbox"/> Currently employed and placed by an Employment Provider or Match Grant Program.		
Second - <input type="checkbox"/> Currently enrolled full-time in Adult Education classes.		
Third - <input type="checkbox"/> Currently enrolled part-time in Adult Education classes or ESOL.		
Fourth - <input type="checkbox"/> Currently enrolled with an Employment Provider or Match Grant Program and is actively seeking employment.		
16. Date of employment or enrollment in an employment or adult education program. _____	17. Employed at Date of Referral <input type="checkbox"/> Yes <input type="checkbox"/> No	18. Employed 6 mo. <input type="checkbox"/>
ESOL or Adult Education registration period: _____	Family Size: _____	19. Termination Date _____
		20. Reason: _____

Employment Location	Address	Phone
Parent: _____	_____	_____
2 nd Parent: _____	_____	_____

21. Names of Children	22. Date of Birth	23. Social Security # (If Available)	24. Alien #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attachments:	25. Copy of current immunization record <input type="checkbox"/>	26. Copy of Child(ren)'s Birth Certificate <input type="checkbox"/>
	27. Copy of Child(ren)'s physical examination record (completed within last 12 mos.) <input type="checkbox"/>	
	28. Copy of USCIS Documentation showing refugee/entrant status <input type="checkbox"/> (if Available)	
	29. Copy of Social Security Cards <input type="checkbox"/> (if Available)	

Comments: _____

30. Name & Telephone # of Referring Agency _____

Signature of Representative

Date Form Completed



EXHIBIT D – DELIVERABLES

D-1. Service Units.

- D-1.1.** The Provider shall provide the following service units for the period of March 1, 2020 through September 30, 2020.
- D-1.1.1.** The Provider shall deliver at least 4 verified CL job placements.
- D-1.1.2.** The Provider shall deliver at least 576 ELI enrollments during the school year.
- D-1.2.** Deliverables and minimums for future years will be added via formal contract amendment.
- D-1.3.** The Provider shall deliver Comprehensive Refugee Services as described in Exhibit C, Task List of this contract for the period of **April 1, 2020 to September 30, 2020**. A unit of service is one full month of Comprehensive Refugee Services with a minimum of 25 allowable Service Tasks as described in **Section C-1** of this contract. Evidence of performance shall be documented by information entered into the Refugee Services Data System (RSDS). When specific service tasks are not captured in RSDS, the Provider shall submit to the Contract Compliance Coordinator a monthly report with evidence of performance.
- D-1.4.** For the period **October 1, 2020 through September 30, 2021**, the provider shall deliver at least 7,185 Comprehensive Refugee Services Units, inclusive of all services as outlined in **EXHIBIT F3 – SERVICE UNIT RATE TABLE** with a monthly minimum of 283 Services Units in Broward County, of which a minimum of 40 Service Units by Term must be new registrations.



EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 MINIMUM PERFORMANCE MEASURES.

E-1.1 The following performance measures will be reviewed and calculated as indicated for the period March 1, 2020 to September 30, 2020. Failure to meet performance standards may result in corrective action or contract termination as provided in Section 6.2 of the Standard Integrated Contract. Clients who were carried over from prior expired or terminated contracts will be included in the below performance measures.

Quarterly Cumulative Performance Measures (Annual Measures):

- E-1.1.1** **Seventy-five percent (75%)** or more of placed clients shall be employed at the 90-day follow-up.
- E-1.1.2** **Forty-five percent (45%)** of clients with a full-time job placement shall have access to health insurance.
- E-1.1.3** **Forty percent (40%)** of clients participating in CET services shall be employed, in an associated field, within 90 days of completion of the training program.
- E-1.1.4** **Seventy percent (70%)** of CL clients shall receive an increase in salary after initial job placement following completion of training.

Term Performance Measures:

- E-1.1.5** **At least fifty-five percent (55 %)** of ELI courses in which clients are enrolled (and not withdrawn) within a reporting period will result in a completion.
- E-1.1.6** **At least forty-five percent (45%)** of ELI courses completed by clients within a reporting period shall result in a successful completion or a LCP as validated by standardized assessment instruments.
- E-1.1.7** **At least thirty-five percent (35%)** of clients who have earned a successful completion or LCP from a prior term will enroll in the next level of ELI course in the following term.

E-1.2 Description of Performance Measurement Terms.

- E-1.2.1** **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.
- E-1.2.2** **Awaiting job placement.** A client receiving employment services with no recorded job placement from intake up to report starting period.
- E-1.2.3** **Employment Intake.** A client for whom an intake for employment services was conducted within 12 months of the reporting period and the client was included in the carryovers from February 29, 2020 during the prior contract period.
- E-1.2.4** **Follow-up.** The activity of contacting clients or their employer(s) to determine whether clients are employed at any unsubsidized job.
- E-1.2.5** **Job Placement.** The acceptance of unsubsidized full-time employment as a result of a referral from the Provider, or self-placement employment that is not the result of a referral from the Provider.
- E-1.2.6** **Clients with first placements.** A client having the first placement recorded during report period, including self-placements.
- E-1.2.7** **Completion** means that clients are able, according to DOE standards, to take the related standardized test (such as CASAS test) and the results (including course end date and reason) have been entered in RSDS.
- E-1.2.8** **Completion Points:** Point(s) attained representing OCP or LCP or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks.
- E-1.2.9** **Enrollment** means clients have an end date (have not withdrawn) and have an outcome for each course.
- E-1.2.10** **ELI courses;** as defined in **Exhibit A1**, includes ESOL, ESOLAS, English Literacy for Career and Technical Education.

- E-1.2.11 Withdrawn** includes death of the client, the client has withdrawn from the course within one month of course start date, relocated, or obtained employment and is no longer able to attend the course.
- E-1.2.12 RS Population Report.** A quarterly report developed by the RS Program to summarize the new population based on arrival data from local resettlement agencies, Florida Department of Health, DCF-ESS, and the Worldwide Refugee Admission Processing System.
- E-1.2.13 Successful Completion.** Clients who complete a course and attain competencies as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks earning a Pass designation.
- E-1.2.14 Stable Housing.** Clients indicate on the RS follow-up assessment that their housing situation is stable.

E-1.3 Performance Measures for the period of April 1, 2020 through September 30, 2020:

- E-1.3.1. Seventy-five (75%)** of clients placed shall be employed at the 90-day follow-up.
- E-1.3.2. Forty-five percent (45%)** of clients with a full-time job placement shall have access to health insurance.

E-1.4 Performance Measures for the period of October 1, 2020 through September 30, 2022.

- E-1.4.1 At least fifty-five percent (55 %)** of ELI courses in which clients are enrolled (and not withdrawn) within a reporting period will result in a completion.
- E-1.4.2 At least forty-five percent (45%)** of ELI courses completed by clients within a reporting period shall result in a successful completion or an LCP as validated by standardized assessment instruments.

E-2 Performance Evaluation Methodology for the period March 1, 2020 to September 30, 2020.

E-2.1 The calculation of performance measure **E-1.1.1** shall be determined using the following:

$\frac{\text{\# of placed clients employed at 90-day follow-up}}{\text{\# of 90-day follow-ups due to be completed}} \geq 75\%$

E-2.2 The calculation of performance measure **E-1.1.2** shall be determined using the following:

$\frac{\text{\# of clients placed in at least one (1) full-time job with access to health insurance}}{\text{\# of clients placed in at least one (1) full-time job}} \geq 45\%$

E-2.3 The calculation of performance measure **E-1.1.3** shall be determined using the following:

$\frac{\text{\# of CET clients employed within 90 days of completing a training program}}{\text{\# of CET clients who completed a training program}} \geq 40\%$

E-2.4 The calculation of performance measure **E-1.1.4** shall be determined using the following:

$\frac{\text{\# of CL participants who received an increase in salary after initial job placement following completion of training}}{\text{\# of CL participants who received an initial job placement following completion of training}} \geq 70\%$
--

E-2.5 The calculation of performance measure **E-1.1.5** shall be determined using the following:

$\frac{\text{\# of ELI courses completed by clients (and not withdrawn) within the reporting period that resulted in a completion}}{\text{\# of ELI courses completed by clients (and not withdrawn) during the reporting period}} \geq 55\%$

E-2.6 The calculation of performance measure **E-1.1.6** shall be determined using the following:



# of ELI courses completed by clients within the reporting period that resulted in a successful completion or LCP	≥	45%
# of ELI courses completed by clients during the reporting period		

E-2.7 The calculation of performance measure **E-1.1.7** shall be determined using the following:

# of clients who earned a LCP from a prior term and enroll in the next level of ELI course in the following term	≥	35%
# of clients who earned a LCP from a prior term		

E-3 Performance Evaluation Methodology for the period October 1, 2020 to September 30, 2022.

E-3.1 The calculation of performance measure **E-1.4.1** shall be determined using the following:

# of ELI courses completed by clients (and not withdrawn) within the reporting period that resulted in a completion	≥	55%
# of ELI courses completed by clients (and not withdrawn) during the reporting period		

E-3.2 The calculation of performance measure **E-1.4.2** shall be determined using the following:

# of ELI courses completed by clients within the reporting period that resulted in a successful completion or LCP	≥	45%
# of ELI courses completed by clients during the reporting period		



EXHIBIT F – METHOD OF PAYMENT

F-1 This is a Fixed Rate/Cost Reimbursement Contract.

F-2 Total Contract Amount. CWS will reimburse the Provider for the delivery of services rendered in accordance with the terms of the Contract and CWS will reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract, up to a Total Contract Amount as outlined in the table below. As funding is based on the availability of funds, the Contract amount may be increased or decreased at any time.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
March 1, 2020 – September 30, 2020	\$270,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$138,821.00
Total Contract Amount	\$760,898.00

F-3 Service Units.

F-3.1 Fixed Rate (Unit Costs). CWS agrees to pay the Provider for the delivery of all service units verified during the reporting period, at the unit rate outlined in **EXHIBIT F3** and up to a total amount as outlined in the table below. Adjustments to **EXHIBIT F3** may be made without a formal contract amendment, reflecting CWS and Provider's agreement of the price that should be applied. Although based on unit price, this Contract is funded by a federal grant and contract payments must ultimately be based on actual unit costs.

Total Fixed Rate Amount (by budget period)	
Budget Period	Fixed Rate Budget Amount
March 1, 2020 – September 30, 2020	\$257,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$138,821.00
Total Contract Amount	\$747,898.00

F-3.2 Service Unit Rates. Service unit rates are estimated costs of performance and may be periodically adjusted as appropriate to reflect the cost of performance actually incurred, based on the review by CWS and Provider of the actual expenditure reports submitted by the Provider, provided that the actual expenditure reports reflect a deficit or surplus in operational costs. The service unit rates outlined in **EXHIBIT F3** may be revised without a formal contract amendment, reflecting the CWS and Provider's agreement of the price that should be applied. Payments made to the Provider in excess of the actual costs of providing contracted services will be refunded to CWS in accordance with Section 3.5 of the Standard Contract.

F-3.3 Conditions of Fixed Rate Payment. Service unit costs for the period March 1, 2020 to September 30, 2022. Service units achieved for the purpose of payment during any month shall be based on dates recorded in RSDS by the date specified for data submission as required in Section C-2.5.3.1. of the Contract.

F-3.3.1 Conditions of Fixed Rate Payment for Adult Education Services are below:

F-3.3.1.1 The Provider shall not be reimbursed for more than three (3) enrollments in a particular level or course by client.

F-3.4 Cost Reimbursement. CWS will reimburse the Provider for allowable expenditures incurred pursuant to the terms of the Contract, up to a total amount as outlined in the table below.

Total Cost Reimbursement Amount	
Category	Cost Reimbursement Budget Amount
March 1, 2020 – September 30, 2020	\$13,000.00
October 1, 2020 – September 30, 2021	\$0.00
October 1, 2021 – September 30, 2022	\$0.00
Total Cost Reimbursement Amount	\$13,000.00

F-3.4.1 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 F4**) and page-numbered supporting documentation to the CCC.

F-4 Supporting Documentation Requirements.

F-4.1 Fixed Rate. RS will produce the official fixed rate invoice reports and supporting documentation. The Provider shall request payment for each period through the submission of a properly completed invoice (**EXHIBIT F4 – INVOICE**) based on the official fixed rate invoice report produced by RS, which includes a client list and a number of service units rendered list. Although the Provider is not required to submit the invoice with supporting documentation of actual payment of expenses, CWS reserves the right to request verification of expenses at any time. Consequently, the Provider shall ensure expenses are verifiable by maintaining receipts and copies of cancelled checks to support all program expenses.

F-4.2 Cost Reimbursement.

F-4.2.1 Supportive Services. Receipts documenting actual payment of supportive service expenses are required to be maintained by the Provider for all expenses incurred (e.g., bus passes and bus pass distribution, testing, tuition, books, tools, uniforms, recertification, subsidized child care costs, etc.). Sufficient documentation and proof of payment are required for all expenses of this nature. These documents shall be made available upon request for purposes of audit, invoice review and/or inspection by authorized representatives of CWS, the Department, Auditor General, or DFS.

F-4.2.2 CET Services. The Provider shall maintain records of all agreements between the Provider and the vocational training vendor, STT vendor, and/or the employer participating in OJT. Supporting documentation for Vocational and STT shall include the names (or unique identifiers) of clients receiving training dates of training, payments/receipts sufficient for an audit trail documenting service provision. Purchases made from outside vendors shall be supported by paid invoices and/or receipts and copies of canceled checks if available. Supporting documentation for OJT shall include the names (or unique identifiers) of clients receiving OJT, 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.

F-4.2.3 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.

- F-4.2.4 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.
- F-4.2.5 DFS.** DFS reserves the right to require further documentation on an as needed basis.
- F-4.2.6 CWS reserves the right to request additional information from the Provider regarding invoice supporting documentation.**

F-5 Invoice Schedule.

- F-5.1 Fixed Rate/Cost Reimbursement.** The Provider shall submit a properly completed invoice for service units and expenses no later than the 15th of each month following the month of service provision. For fixed rate invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the CCC within 75 calendar days of the month of service provision. For cost reimbursement invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the CCC within 75 calendar days of payment of actual costs by the provider or services being rendered, whichever date is later. If the Provider encounters events beyond their control or other extenuating circumstances in meeting invoice deadlines, the Provider shall submit a written request for an extension to the CCC detailing the circumstances. CWS has sole discretion on whether to grant such a request. The final invoice is due 30 days after the Contract ends or is terminated. Charges on the invoice must be accompanied by supporting documentation.
- F-6 Invoice Approval Process.** The CWS' CCC 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 **EXHIBIT C5**. Once approved, CWS will pay the invoice in accordance with Section 215.422, F.S.
- F-7 Budget Revisions.** Budget revisions may be authorized under the terms of this Contract. The Provider must obtain written approval from the CWS' CCC 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:
 - F-7.1** The change does not decrease or increase the original dollar amount of the Contract budget;
 - F-7.2** There is another line item in the budget from which funds can be shifted without affecting the scope of the work;
 - F-7.3** The change does not involve establishing a new line item; and
 - F-7.4** If financial consequences are applied to an invoice, a budget revision (**EXHIBIT F5**) will be required to account for the penalties assessed. Budget revisions which do not meet the above conditions will require a properly executed Contract amendment signed by the Provider and CWS. Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.
- F-8 Cumulative Actual Expenditure Report.** The Provider shall submit a cumulative actual expenditure report (as specified in **EXHIBIT F6**) to the CWS' CCC (30) days following the end of each quarter. The cumulative actual expenditure report shall reflect for each service component:
 - F-8.1** Line item actual expenditures incurred during the quarter;
 - F-8.2** Sufficient line item detail by line item (e.g. include actual expenditures under the Personnel line item); and
 - F-8.3** Line item expenditure projections for the remaining quarter(s).

CWS 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.

Although payment is based on unit rates, this Contract is funded by a Federal grant and Contract payments must ultimately be based on actual costs. If the cumulative actual expenditure report indicates that payments were made to the Provider in excess of the actual costs of providing Contracted services, the Provider may be directed to return funds to CWS.
- F-9 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 CWS in accordance with Section 3.5., Overpayments and Offsets, in the Standard Contract. During the final year of the Contract, CWS reserves the right to request quarterly or monthly expenditure reports to monitor

the relationship of fixed-rate payments to actual costs. If, in the CWS' 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, CWS may require refunds of such excess as frequently as quarterly.



EXHIBIT F1 – ADDITIONAL FINANCIAL CONSEQUENCES

The following financial consequences apply in addition to the Financial Consequences provided in Section 6.1 of this Contract

F1-1. Financial Consequences. For the period March 1, 2020 – September 30, 2020, the Provider shall be assessed financial consequences in accordance with Section 6.1 of the Standard Contract, if the Provider fails to meet the minimum monthly level of service identified in **EXHIBIT D**. CWS will apply financial consequences by deducting the cost per unit for each unmet unit as outlined in the table below.

Service Type	Deliverables	Financial Consequences for unmet units
Employment	Employment Verified Placement	\$125.00 per unmet unit

F1-2. Financial Consequences for future years will be added via Contract amendment.

F1-3. For the period **April 1, 2020 – September 30, 2020**, the Provider shall be assessed financial consequences in accordance with Section 6.1 of the Standard Contract, if the Provider fails to meet the minimum monthly level of service identified in **EXHIBIT D – DELIVERABLES, Section D-1.3**. A payment reduction of \$29.00 will be imposed for each service unit not met.

F1-4. For the period **October 1, 2020 – September 30, 2022**, the Provider shall be assessed financial consequences in accordance with Section 6.1 of the Standard Contract, if the Provider fails to meet the minimum monthly level of service identified in **EXHIBIT D – DELIVERABLES, Section D-1.4**. A payment reduction of \$59.19 will be imposed for each service unit not met.

EXHIBIT F2 – PROJECT BUDGET SUMMARY (REVISED 10/01/2020)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #		CONTRACT AMOUNT:	
CONTRACT PERIOD:	03/01/20-09/30/22	CONTRACT MANAGER:	
BUDGET PERIOD:	10/01/20 - 9/30/21	# of Months in Budget Period	12
Personnel		% of budget	Estimated Total
A. Personnel	48.11%	\$	169,350.00
B. Fringe Benefits	15.61%	\$	54,936.31
C. Other Personnel Services (OPS)	0.00%	\$	-
D. Background Checks	0.00%	\$	-
Personnel Costs Total		\$	224,286
Travel			Estimated Total
E. Staff Travel/Training	0.18%	\$	649.83
F. Client Transportation	0.00%	\$	-
Travel Costs Total		\$	650
Expense			Estimated Total
G. Office Expenses			
1. Utilities	0.00%	\$	-
2. Telephone	0.00%	\$	-
3. Postage/Shipping	0.01%	\$	45.00
4. Copies/Printing	0.10%	\$	360.00
5. Office Supplies	0.09%	\$	300.00
6. Janitorial Supplies	0.00%	\$	-
7. Building Maintenance & Repair	0.00%	\$	-
8. Equipment Repair	0.24%	\$	850.00
9. Office Equipment	0.00%	\$	-
10. Security Services	0.00%	\$	-
H. Rental Use of Space	0.00%	\$	-
I. Rental Equipment	0.00%	\$	-
J. Insurance	0.00%	\$	-
K. Advertising/Outreach	0.00%	\$	-
L. Membership Fee/Subscriptions	0.00%	\$	-
M. Client Educational/Training Tools	30.87%	\$	108,670.00
N. Fixed Price Services	0.00%	\$	-
O. Information Resource Technology	0.02%	\$	77.00
P. Subcontracted Services	0.00%	\$	-
Q. Subcontracted Client Services	0.00%	\$	-
R. Financial Audit	0.00%	\$	-
Expense Cost Total		\$	110,302
Direct Costs			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)	0.00%	\$	-
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%	4.76%	\$	16,762.00
Direct Cost Total		\$	16,762
		100.00%	
Total Contract Budget		\$	351,999.83
Total Contract Budget Rounded to the Nearest Whole Dollar		\$	352,000.00

EXHIBIT F2 – PROJECT BUDGET SUMMARY (REVISED 10/01/2020)

Personnel - A & B														
Position Title	Salaries			Social Security		Medicare		Health Ins		Dental Ins		Life Ins		
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project
Director	71,500.00	90%	12	64,350.00	3,989.70	3,989.70	933.08	933.08	9,348.00	9,348.00	372.00	372.00	96.53	96.53
ELI Coordinator	46,000.00	100%	12	46,000.00	2,852.00	2,852.00	667.00	667.00	9,348.00	9,348.00	372.00	372.00	69.00	69.00
PSAV Specialist	40,000.00	100%	12	40,000.00	2,480.00	2,480.00	580.00	580.00	9,348.00	9,348.00	372.00	372.00	60.00	60.00
Administrative Specialist (Part-Time)	19,000.00	100%	12	19,000.00	1,178.00	1,178.00	275.50	275.50	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-	-
Totals	176,500.00			169,350.00	10,499.70	10,499.70	2,455.58	2,455.58	28,044.00	28,044.00	1,116.00	1,116.00	225.53	225.53

Salaries show Broward College cost of living increase of up to 3% to all employees during the contract year.

Personnel - A & B (Continued)

Personnel - A & B (Continued)													
Position Title	Salaries			Disability Ins		Workers Comp		Retirement/Pension		Totals		Totals	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project	Salary & Benefits Charged to Project
Director	71,500.00	90%	12	64,350.00	128.70	128.70	-	-	4,671.81	4,671.81	19,539.81	83,889.81	83,889.81
ELI Coordinator	46,000.00	100%	12	46,000.00	92.00	92.00	-	-	3,339.60	3,339.60	16,739.60	62,739.60	62,739.60
RENEW Grant Specialist	40,000.00	100%	12	40,000.00	80.00	80.00	-	-	2,904.00	2,904.00	15,924.00	55,924.00	55,924.00
Administrative Specialist (Part-Time)	19,000.00	100%	12	19,000.00	-	-	-	-	1,379.40	1,379.40	2,832.90	21,832.90	21,832.90
		100%		-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-
Totals	176,500.00			169,350.00	300.70	300.70	-	-	12,294.81	12,294.81	54,936.31	224,286.31	224,286.31

*Rounded to the nearest dollars

Legend: CTRB - Contribution



EXHIBIT F2 – PROJECT BUDGET SUMMARY (REVISED 10/01/2020)

PERSONNEL NARRATIVE	
Director	The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files.
Data Analyst/ELI Coordinator	ELI Coordinator will be responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Manages and supervises ESOL instructors and courses. Serves as the CASAS Administrator, scores, records and communicates all clients' assessment tests results; and coordinates trainings for instructors. Serve as Burlington/English program administrator. register students, add classes, add instructors, and generate students' progress report; creating course reference numbers and maintaining course and instructor information in the Broward College CID system. Refer clients who complete the 3rd ESOL and higher course levels to employment and vocational providers. Serves as a resource instructor to classroom instructors to enhance their success in meeting students' needs. Monitors and reports instructional hours and student attendance. Responsible for creating and maintaining the Quick reference database; entering required data into the RSDS and CD systems.
RENEW Grant Specialist	Responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Completes program administrative duties such as payroll and purchase orders. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.
Part-time Administrative Specialist	Assists with all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties.

FRINGE BENEFITS	
TYPE	DESCRIPTION
Social Security	6.2% Social Security X \$169,350.00 staff salaries= \$10,499.70 (rounded to nearest\$).
Medicare	1.45% Medicare X \$169,350.00 of staff salaries= \$2,455.58 (Rounded to nearest\$).
Health Ins	Health insurance benefits are extended to all full time emolovees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 12 months per full time employee.
Dental Ins	Dental nsurance benefits are extended to all full time employees and is calculated at \$372.00 per year or \$31.00 per month per full time employee. Dental Insurance is calculated at \$31.00 X 12 months per full time employee.
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .15% of staff salary.
Disability Ins	All full-time staff maintain disability coveraoe. Disability insurance is calculated at .20% of full-time staff (FTEs) salaries.
Workers Comp	Workers comp is provided by the colleoe to all employees.
Unemployment Ins	
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 7.26 % of Staff (FTE) salaries. Total salaries times 7.26% or \$169,350.00 X 7.26% = \$12,294.81 (Rounded to nearest\$).
Additional Information: The Program Director will be dedicating and charging 90% of the work time to Project RENEW.	



EXHIBIT F2 – PROJECT BUDGET SUMMARY (REVISED 10/01/2020)

C. OTHER PERSONNEL SERVICES (OPS)

D. BACKGROUND CHECKS

E. STAFF TRAVEL & TRAINING ITEM

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	74.5	12	397.83
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage \$				398

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	1	1	1	-
Conferences/Meetings - Professional and Academic	\$ 252.00	1	1	1	252.00
Airfare	\$ -	1	1	1	-
Registration Fees	\$ -	1	1	1	-
Per Diem	\$ -	1	1	1	-
Hotel/Lodging	\$ -	1	1	1	-
Car Rental	\$ -	0	0	0	-
Incidental Expenses	\$ -	0	0	0	-

Subtotal Conference/Meeting Travel and Training \$ 252

***Rounded to the nearest dollar** **Staff Travel & Training Total \$ 650**

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 74.5 miles per month X 0.445 X12= \$397.83 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional Professional development training in conferences, not offered by Broward College, will be made available to all staff estimated in \$252.00 including conference registration fee, airfare, lodging, per diem and transportation expenses.

F. CLIENT TRANSPORTATION

Expense Category

G. OFFICE EXPENSES

1. Utilities

2. Telephone

3. Postage/Shipping

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 15.00	1	3	100%	45.00
		1	1	100%	-

Postage/Shipping Estimated Total \$ 45

Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.

4. Copies/Printing

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Business Cards		1	1	100%	-
Copying charges	\$ 0.10	300	12	100%	360.00

Copies/Printing Estimated Total \$ 360

Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$360.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (REVISED 10/01/2020)

5. Office Supplies

Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 30.00		10	100%	300.00
					-

*** Rounded to the nearest dollar** **Office Supplies Total** \$ **300**

Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$30.00 per month X 10 months.

6. Janitorial Supplies

7. Building/Maintenance

8. Equipment Repair

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 850.00	1	1	100%	850.00
\$ 3.00					\$ 850

NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.

9. Office Equipment

10. Security Services

TOTAL ESTIMATED OFFICE EXPENSES COST \$ **1,555**

Expense Category (continued)

H. RENTAL OF USE OF SPACE

I. RENTAL EQUIPMENT

J. INSURANCE

K. ADVERTISING/OUTREACH

L. MEMBERSHIP FEES & SUBSCRIPTIONS

M. CLIENT EDUCATIONAL AND TRAINING TOOLS

Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors' Wages	\$ 25.00	400	10	100%	\$ 100,000.00
ELI - Educational Material	\$ 30.00	94	3	100%	\$ 8,460.00
ELI Vouchers	\$ 70.00	3	1	100%	\$ 210.00
Admission Application Fees	\$ -	0	1	100%	\$ -
*Rounded to the nearest dollar Client Education and Training Tools Estimated Total					\$ 108,670

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC Ids. The proposed budget will cover the following items: ELI instructors wages at an estimated rate of \$25.00 X 400 class hours X 10 months totaling an estimated cost of \$100,000.00 and may include instruction in any of the following types of ELI: ESOL, ELCATE, ESOLAS, WRS, Citizenship and GED. Educational materials total estimated cost = \$8,460.00. Client Educational expenditures may include vouchers and internal scholarships for clients' registration in approved courses. ELI vouchers estimated cost = \$70 x 3 = \$210.00.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (REVISED 10/01/2020)

O. INFORMATION RESOURCE TECHNOLOGY

IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 38.50	1	2	100%	\$ 77.00
Computer/laptop maintenance	\$ -	0	0	0%	\$ -
IRT Estimated Total					\$ 77

Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, DCF Oracle System access, and SAVE System access.

INDIRECT COSTS

T.

Total Personnel, Travel, and Expenses	\$ 335,238.14	
Indirect Cost Rate	5%	
Indirect Costs Total (less OCO)		\$ 16,762

Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2019-20.

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)

TOTAL BUDGET AMOUNT \$ 352,000



**EXHIBIT F3 – SERVICE UNIT RATE TABLE
(REVISED 10/01/2020)**

Service Unit Table. For the period of October 1, 2020 through September 30, 2021.

Adult Education Service Units	
Service Unit	Unit Cost
Registration	\$ 25.00
Pre-Test/ Post-Test	\$ 15.00
Voucher Cost and Administration	\$ 70.00
Guidance and Retention <i>(multiple instances per client)</i>	\$ 35.00
Enrollment into ELI Level Course	\$ 220.00
Literacy Completion Point (LCP) and/or Pass Payment	\$ 30.00
Instructional Hours	\$ 40.00



EXHIBIT F4 – INVOICE

REQUEST FOR PAYMENT				Contract :		Payment Method:		
Line Item	Rate	Budget	Unit	Expenditures	YTD Expenditures	Balance		
				\$ -		\$ -		
				\$ -		\$ -		
				\$ -		\$ -		
				\$ -		\$ -		
				\$ -		\$ -		
				\$ -		\$ -		
				\$ -		\$ -		
				\$ -		\$ -		
				\$ -		\$ -		
				\$ -		\$ -		
\$ -				\$ -	\$ -	\$ -		
FOR DEPARTMENT USE ONLY								
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)	Date Invoice Received:						Invoice Type:	
	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						Invoice Nbr.	
	Recoup/ Adjusted Amount:							
	Amount Approved:							



EXHIBIT F5 – BUDGET REVISION

Provider name:		REV #:	
Address:		Contract #:	Date
BUDGET REVISION WORKSHEET			
LINE ITEMS	ORIGINAL AMOUNT	REVISIONS	REVISED BUDGET
Personnel			
Fringe Benefits			
OPS			
Background Checks			
Staff Travel & Training			
Client Transportation			
Utilities			
Telephone			
Postage/Shipping			
Copies/Printing			
Office Supplies			
Janitorial Supplies			
Building Maintenance & Repair			
Equipment Repair			
Office Equipment			
Rental Use of Space			
Rental Equipment			
Insurance			
Advertising/Outreach			
Client Education and Training Tools	\$0.00		\$0.00
Information Resource Technology			
Subcontracted Services			
Subcontracted Client Services			
Financial Audit			
Operating Capitol Outlay			
Indirect Costs	\$0.00		\$0.00
	\$0.00	\$0.00	\$0.00
Contract Manager Approval		Date	



EXHIBIT F6 – ACTUAL EXPENDITURE REPORT

Quarterly/Annual Actual Expenditure Report

Contract	Quarter 1		Quarter 2		Quarter 3		Quarter 4		YTD		Remaining Budget	
	Budget	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total		
Personnel Category												
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. Telephone	-	-	-	-	-	-	-	-	-	-	-	
2. Postage/Shipping	-	-	-	-	-	-	-	-	-	-	-	
3. Copies/Printing	-	-	-	-	-	-	-	-	-	-	-	
4. Office Supplies	-	-	-	-	-	-	-	-	-	-	-	
5. Janitorial Supplies	-	-	-	-	-	-	-	-	-	-	-	
6. Equipment Repair	-	-	-	-	-	-	-	-	-	-	-	
7. Office Equipment	-	-	-	-	-	-	-	-	-	-	-	
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. Career Laddering Services	-	-	-	-	-	-	-	-	-	-	-	
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:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Contract Draw-Down:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Contract Surplus/Deficit:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Amount to be Refunded (if applicable):	\$0.00	*	*Amount to be refunded is in accordance with Section 3.4 Overpayments in the Standard Integrated Contract.									

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or

Provider Signature _____

Date _____



ATTACHMENT 1

The administration of resources awarded by CWS to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, CWS and/or the Florida Department of Children and Families 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 CWS and the Florida Department of Children and Families staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by CWS and/or the Florida Department of Children and Families. In the event CWS and/or the Department of Children and Families determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by CWS and/or the Florida Department of Children and Families regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CWS' CCC, 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 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 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 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to CWS' CCC and the Florida Department of Children and Families' Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to CWS' CCC and the Florida Department of Children and Families' Single Audit Unit 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 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 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 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by Contract number for each Contract with CWS 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 CWS and/or the Florida Department of Children and Families shall be fully disclosed in the audit report package with reference to the specific Contract number.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) 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 CWS' CCC and the Florida Department of Children and Families' Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to CWS' CCC and the Florida Department of Children and Families' 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 CWS 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 CWS and/or the Florida Department of Children and Families 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 CWS pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) 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. CCC for this contract (1 electronic copy)
Lilliam Sorzano
1924 NW 84 Ave
Doral, FL 33126
Email address: LSorzano@CWSGlobal.org
<http://harvester.census.gov/fac/collect/ddeindex.html>

- 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: HQW.IG.Single.Audit@myffamilies.com

- C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) 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 2 CFR § 200.512.

- 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

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 CWS, the Florida Department of Children and Families or their 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 CWS, the Florida Department of Children and Families or their 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 CWS and/or the Florida Department of Children and Families.



**ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: _____ Date: _____

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____



ATTACHMENT 3

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 CWS.
- 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 CWS;
- 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 , 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 CWS' Security Officer and the CCC 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 the CCC 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 CWS 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 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by CWS 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 CWS;
- 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 CWS' 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 CWS' 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 CWS 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 CWS 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 CWS with data analyses relating to the health care operations of CWS (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 CWS' knowledge of a material breach by the Business Associate, CWS 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 CWS;
- 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, CWS 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 CWS or, if permission is granted by CWS, 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 CWS or, if permission is granted by CWS, 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.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: _____

Date: _____

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____

CF 1123

Effective July 2015

(CF-1123-1516)



Attachment

Contract No.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

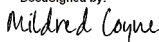
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

DocuSigned by:

 DCAA8BDE1B7E441...

Signature

12/15/2020

Date

Mildred Coyne

Name (type or print)

SVP, Workforce Ed

Title

CF 1125

Effective July 2015

(CF-1125-1516)



AMENDMENT #0001

Contract #XK060BC

Effective April 1, 2020, for the period of time April 1, 2020 – September 30, 2020, these amendments will apply to the above referenced contract as follows:

1. **C-1. is amended to add:**

C-1.26. Access to Schooling. The provider may provide instruction and advocacy to youth clients ages 5 to 18 and mentoring clients age 15 to 24 years of age to acquire knowledge necessary to access internet services, educational resources, school communications, as well as, ensuring their parents have a clear understanding of the child's distance learning instructional continuity plan for completion and submission of school-related assignments from **April 1, 2020 – September 30, 2020.**

2. **D-1. is amended to add:**

D-1.3. The Provider shall deliver Comprehensive Refugee Services as described in **Exhibit C, Task List** of this contract for the period of **April 1, 2020 to September 30, 2020.** A unit of service is one full month of Comprehensive Refugee Services with a minimum of **25** allowable Service Tasks as described in **Section C-1** of this contract. Evidence of performance shall be documented by information entered into the Refugee Services Data System (RSDS). When specific service tasks are not captured in RSDS, the Provider shall submit to the Contract Compliance Coordinator a monthly report with evidence of performance.

3. **E-1. is amended to add:**

E-1.3. Performance Measures for the periods of April 1, 2020 through September 30, 2020:

E-1.3.1. Seventy-five (75%) or more of clients placed shall be employed at the 90-day follow-up.

E-1.3.2. Forty-five percent (45%) more of clients with a full-time job placement shall have access to health insurance.

4. **F-3 is amended to add:**

F-3.5. Service Units/Fixed Price Monthly Payment.

For the period of **April 1, 2020 to September 30, 2020**, CWS agrees to pay the Provider for the delivery of all service units, (a service unit is defined as one month of Comprehensive Refugee Services). The monthly service cost shall not exceed **\$36,725.00**, subject to the availability of funds. Although based on unit price, this contract is funded by a Federal grant and contract payments must be reasonable, allowable and necessary and must be based on actual unit costs.

5. **F1 is amended to add:**

F1-3. For the period **April 1, 2020 – September 30, 2020**, the Provider shall be assessed financial consequences in accordance with **Section 6.1** of the Standard Contract, if the Provider fails to meet the minimum monthly level of service identified in **EXHIBIT D – DELIVERABLES, Section D-1.3.** A payment reduction of **\$29.00** will be imposed for each service unit not met.



AMENDMENT #0001

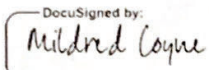
Contract #XK060BC

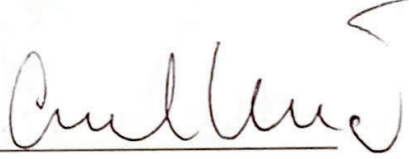
All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the contract. This Amendment and all its attachments are made a part of the Contract.

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

CHURCH WORLD SERVICE, INC.

SIGNED BY: 
DocuSigned by:
DCAA8BDE1B7E441

SIGNED BY: 

NAME: Dr. Mildred Coyne
TITLE: Senior Vice President,
Workforce Education and Innovation

NAME: Erol Kekic
TITLE: Senior Vice-President,
Immigration and Refugee Program

DATE: 7/23/2020

DATE: 7/28/2020















APPROVAL PATH: 12400 Church World Services Refugee Adult Education - Amendment 0009

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Steven Tinsley	VP, Workforce Education		 Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
4	Legal Services Review Group	Review and Approval for Form and		 Completed	
5	Board Clerk	Agenda Preparation		 Pending	
6	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	
7	Electronic Signature(s)	Signatures obtained via DocuSign b		 Pending	

This Amendment shall be effective **May 1, 2024**, or the last party signature date, whichever is later. The above referenced Contract is hereby amended as follows:

1. The following items were last addressed in the noted Amendments:
Amendment #0005: 2
Amendment #0006: 8
Amendment #0007: 3, 6, and 7
Amendment #0008: 4, 9
2. In “1. This contract is renewed through September 30, 2025.”, last addressed in Amendment 0005, “September 30, 2025” is replaced by “**September 30, 2024**”.
3. In 1.1., “**\$2,497,087.00**” is replaced by “**\$2,318,807.00**”.
4. The highlighted portions below amend **D-1.2**. The non-highlighted portions below are contextual only and unaffected by this amendment.
D-1.2. is amended to read:
D-1.2. Deliverables/ Service Units for the period October 1, 2023, through September 30, 2024.
D-1.2.1. The Provider shall enroll at least **1,113** clients into any refugee-specific ELI classes.
5. Florida Department of Children and Families (Department) has explicitly extended funding for contract XK060 through July 31, 2024. Reimbursements by CWS for services rendered by The District Board of Trustees of Broward College, Florida between August 1, 2024 through September 30, 2024, are strictly contingent on the Department’s written approval of additional funding beyond July 31, 2024.
6. The table in **F-2**. is replaced by the table below.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
March 1, 2020 – September 30, 2020	\$270,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
October 1, 2022 – September 30, 2023	\$723,010.00
October 1, 2023 – September 30, 2024	\$621,720.00
Total Contract Amount	
	\$2,318,807.00

7. The table in **F-3.1**. is replaced by the table below.

Total Fixed Rate Amount (by budget period)	
Budget Period	Fixed Rate Budget Amount
March 1, 2020 – September 30, 2020	\$257,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
October 1, 2022 – September 30, 2023	\$723,010.00
October 1, 2023 – September 30, 2024	\$621,720.00
Total Fixed Rate Contract Amount	
	\$2,305,807.00

8. The table in **F-3.4.** is replaced by the table below.

Total Cost Reimbursement Amount (by budget period)	
Budget Period	Cost Reimbursement Budget Amount
March 1, 2020 – September 30, 2020	\$13,000.00
October 1, 2020 – September 30, 2021	\$0.00
October 1, 2021 – September 30, 2022	\$0.00
October 1, 2022 – September 30, 2023	\$0.00
October 1, 2023 – September 30, 2024	\$0.00
Total Cost Reimbursement Contract Amount	
	\$13,000.00

9. **EXHIBIT – F2 PROJECT BUDGET (FFY 2024)** is replaced by the attached **REVISED EXHIBIT F2 – PROJECT BUDGET (FFY2024)**.

10. All provisions in the contract and any attachments thereto in conflict with this amendment are changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are made a part of the contract.

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IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

**PROVIDER: THE DISTRICT BOARD OF
TRUSTEES OF BROWARD COLLEGE,
FLORIDA**

CHURCH WORLD SERVICE, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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REVISED EXHIBIT – F2 PROJECT BUDGET (FFY 2024)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #	XK060-BC	CONTRACT AMOUNT:	\$621,720.00
CONTRACT PERIOD:	03/01/2020 - 9/30/24	CONTRACT MANAGER:	Y. Cruz
BUDGET PERIOD:	10/01/23 - 9/30/24	# of Months in Budget Period	12
Personnel		% of budget	Estimated Total
A. Personnel		33.88%	\$ 210,650.00
B. Fringe Benefits		13.55%	\$ 84,258.26
C. Other Personnel Services (OPS)		0.00%	\$ -
D. Background Checks		0.00%	\$ -
Personnel Costs Total			\$ 294,908
Travel			Estimated Total
E. Staff Travel/Training		1.40%	\$ 8,691.00
F. Client Transportation		0.00%	\$ -
Travel Costs Total			\$ 8,691
Expense			Estimated Total
G. Office Expenses			
1. Utilities		0.00%	\$ -
2. Telephone		0.45%	\$ 2,772.00
3. Postage/Shipping		0.03%	\$ 180.00
4. Copies/Printing		0.14%	\$ 900.00
5. Office Supplies		0.14%	\$ 900.00
6. Janitorial Supplies		0.00%	\$ -
7. Building Maintenance & Repair		0.00%	\$ -
8. Equipment Repair		0.16%	\$ 993.00
9. Office Equipment		0.00%	\$ -
10. Security Services		0.00%	\$ -
H. Rental Use of Space		0.00%	\$ -
I. Rental Equipment		0.00%	\$ -
J. Insurance		0.00%	\$ -
K. Advertising/Outreach		0.00%	\$ -
L. Membership Fee/Subscriptions		0.00%	\$ -
M. Client Educational/Training Tools		45.44%	\$ 282,500.00
N. Fixed Price Services		0.00%	\$ -
O. Information Resource Technology		0.04%	\$ 270.00
P. Subcontracted Services		0.00%	\$ -
Q. Subcontracted Client Services		0.00%	\$ -
R. Financial Audit		0.00%	\$ -
Expense Cost Total			288,515
Direct Costs			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)		0.00%	\$ -
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%		4.76%	\$ 29,606.00
Direct Cost Total			\$ 29,606
		100.00%	
Total Contract Budget			\$ 621,720.00
Total Contract Budget Rounded to the Nearest Whole Dollar			\$ 621,720.00

**CONTRACT NO. XK060BC
AMENDMENT NO. 0009
REVISED EXHIBIT – F2 PROJECT BUDGET (FFY 2024)**

Position Title	Salaries				Social Security		Medicare		Health Ins		Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB 6.20%	Amt Charge to Project	Employer's CTRB 1.450%	Amt Charge to Project	Employer's CTRB 13320.00	Amt Charge to Project	Employer's CTRB 397.00	Amt Charge to Project	Employer's CTRB 0.14%	Amt Charge to Project
Sr. Program Director	71,850.00	100%	12	71,850.00	4,454.70	4,454.70	1,041.83	1,041.83	13,320.00	13,320.00	397.00	397.00	100.59	100.59
Operations Manager/Program Coordinator	56,100.00	100%	12	56,100.00	3,478.20	3,478.20	813.45	813.45	13,320.00	13,320.00	397.00	397.00	78.54	78.54
RENEW Student Success Coach/Grant Specialist	52,900.00	100%	12	52,900.00	3,279.80	3,279.80	767.05	767.05	13,320.00	13,320.00	397.00	397.00	74.06	74.06
Administrative Assistant- Part-time	29,800.00	100%	12	29,800.00	1,847.60	1,847.60	432.10	432.10	-	-	-	-	-	-
Totals	210,650.00			210,650.00	13,060.30	13,060.30	3,054.43	3,054.43	39,960.00	39,960.00	1,191.00	1,191.00	253.19	253.19

*Broward College, in lieu of salary increase, may apply a one-time payment pay for performance to all full time employees during the contract year. An estimated one-time-payment pay for performance of 4% for each full time employee salary is estimated, or up to 3% cost of living increase during the contract year.

Position Title	Salaries				Disability Ins		Workers Comp		Retirement/Pension		Totals	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project	Employer's CTRB 0.17%	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB 13.63%	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project
Senior Program Director	71,850.00	100%	12	71,850.00	122.15	122.15	-	-	9,793.16	9,793.16	29,229.42	101,079.42
Operations Manager/Program Coordinator	56,100.00	100%	12	56,100.00	95.37	95.37	-	-	7,646.43	7,646.43	25,828.99	81,928.99
RENEW Student Success Coach/Grant Specialist	52,900.00	100%	12	52,900.00	89.93	89.93	-	-	7,210.27	7,210.27	25,138.11	78,038.11
Administrative Assistant- Part-time	29,800.00	100%	12	29,800.00	-	-	-	-	4,061.74	4,061.74	4,061.74	33,861.74
Totals	210,650.00			210,650.00	307.45	307.45	-	-	26,711.60	26,711.60	84,258.26	294,908.26

*Rounded to the nearest dollars
Legend: CTRB - Contribution
Fringe shows FRS contribution increased to 13.63% to all employees.

PERSONNEL NARRATIVE

Senior Program Director	The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files; and participates in district as well as in-house trainings and Professional Learning Communities.
Operations Manager/Program Coordinator	Under limited supervision, this position is responsible for providing supervision and management for the day-to-day operations and activities of the division operations, administration functions and administrative support. Responsible for people management of the area, including recommendation of staffing, hiring, termination and discipline, setting performance standards and evaluating staff, and staff development and training. Assists in maintaining, planning and managing budget for the department. Responsible for planning details of procedures and methods to attain objectives. Assists in implementing registration policies and procedures. Serves as a liaison and coordinates interaction between department operating units, other college departments and programs, and/or external agencies, as appropriate. This position also serves as ESOL coordinator, serving as Comprehensive Adult Student Assessment (CASAS) Coordinator scheduling assessment and proctor, maintaining testing policies and procedures. Assists students and resolves student enrollment discrepancies. Attends local, state and national conferences and actively participates in meetings/workshops where Adult Basic Education issues are being addressed. Serves in the absence of the Project Renew Program Senior Director.
RENEW Student Success Coach/Grant Specialist	Under limited supervision, this position is to provide direct service and support to current and former Project RENEW students through several campus locations at Broward College using a case management approach. The Student Success Coach will act as the student's primary advisor and will assist students overcoming challenges that potentially stand in the way of achieving successful completion of the Project RENEW ESOL program. Responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.
Part-time Administrative Specialist	Assists with all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties.

FRINGE BENEFITS

TYPE	DESCRIPTION
Social Security	6.2% Social Security X \$210,650.00 staff salaries= \$13,060.30.
Medicare	1.45% Medicare X \$301,000.00 of staff salaries= \$3,054.43
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$13,320.00 per year per full time employee.
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$397.00 per year per full time employee.
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .14% of staff salary.
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .17% of full-time staff (FTE) salaries.
Workers Comp	Workers comp is provided by the college to all employees.
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 13.63% of Staff (FTE) salaries. Total salaries \$210,650.00 X 13.63% = \$28,711.60.

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AMENDMENT NO. 0009
REVISED EXHIBIT – F2 PROJECT BUDGET (FFY 2024)**

C. OTHER PERSONNEL SERVICES (OPS)
OPS, temporary employees or part time administrative assistance is occasionally necessary for service delivery, should there be an influx in client numbers, a shortage in staffing or to help maintain an appropriate level of service delivery.

D. BACKGROUND CHECKS

Description	Type	# of Units	Unit Cost	Total
Background checks	staff	0	\$ -	\$ -
Background Checks Total				\$ -

Background checks may include, but are not limited to initial employment and ongoing random drug & alcohol testing, preliminary criminal background checks, initial and ongoing driving record background reports, initial and ongoing criminal record/fingerprinting checks by FDLE, and local county background checks, of all employees, or for employees who transport children or who are promoted to a position which requires additional testing.

E. STAFF TRAVEL & TRAINING ITEM

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	289	12	1,543.00
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage				\$ 1,543

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	0	0	0	-
Conferences/Meetings - Professional and Academic	\$ 650.00	1	3	2	3,900.00
Airfare	\$ 350.00	1	1	1	350.00
Registration Fees	\$ -	0	0	0	-
Per Diem	\$ 36.00	3	3	2	648.00
Hotel/Lodging	\$ 175.00	3	2	2	2,100.00
Car Rental	\$ 150.00	1	1	1	150.00
Incidental Expenses		1	1	1	-
Subtotal Conference/Meeting Travel and Training					\$ 7,148
*Rounded to the nearest dollar					Staff Travel & Training Total \$ 8,691

All related travel costs including, but not limited to, travel to client registration sites among campuses, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).
Estimated 289 miles per month X 0.445 X12= \$1,543.00 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional professional development training will be provided to all administrative and instructional staff, covering topics such as Adult Basic Education and Literacy and CASAS, which are not currently offered by Broward College. The estimated cost for this training, inclusive of conference registration fees, airfare, lodging, per diem, parking, and transportation expenses, is \$7,148.

F. CLIENT TRANSPORTATION
Expense Category

G. OFFICE EXPENSES

1. Utilities

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					-
Utilities Estimated Total					\$ -

Currently, Broward College and/or Coral Springs Charter School (CSCS) provide telephone services at no cost to Project RENEW at the location of service. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.

2. Telephone

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Cellphone Stipend	\$ 77.00	3	12	100%	2,772.00
Telephone Estimated Total					\$ 2,772

Cellphone stipend is given to all full time employees who are working remotely, in office and at numerous campuses to be accessible to clients to complete registrations and proctor CASAS exams. Text message app

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3. Postage/Shipping						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Postage/Shipping - various mail & shipping carriers	\$ 15.00	1	12	100%	180.00	
Postage/Shipping Estimated Total					\$ 180	
Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a						
4. Copies/Printing						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Business Cards	\$ 26.00	0	1	100%	-	
Copying charges	\$ 0.10	750	12	100%	900.00	
Copies/Printing Estimated Total					\$ 900	
Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$900.00.						
5. Office Supplies						
Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total	
Office supplies	\$ 75.00	1	12	100%	\$ 900.00	
* Rounded to the nearest dollar					Office Supplies Total	\$ 900
Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$75.00 per month X 12 months.						
6. Janitorial Supplies						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Janitorial supplies	\$ -	1	5	100%	-	
Janitorial Supplies Estimated Total					\$ -	
Where classes at held at locations other than Broward College campuses, such as is currently done at the Coral Springs Charter School in Coral Springs,FL, janitorial supplies are occasionally needed. Janitorial supplies may include, but are not limited to, paper towels, cleaning supplies, hand soap, hand sanitizer, and toilet paper.						
7. Building/Maintenance						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Building Maintenance	\$ -	0	0	100%	-	
Building Maintenance/Repair Estimated Total					\$ -	
Currently, all the locations at which Project RENEW offers services are fully maintained by Broward College and or the institutions at which services are provided at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with building maintenance.						
8. Equipment Repair						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Yearly Service Agreement for Scantron Machine	\$ 993.00	1	1	100%	993.00	
* Rounded to the nearest dollar					Equipment Repair Total	\$ 993
NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.						
9. Office Equipment						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Other office equipment				100%	-	
Office Equipment Estimated Total					\$ -	
NARRATIVE: Office equipment may include but is not limited to laptops, computers, computer monitors, printer, scanners, fax machine, office furniture, filing cabinets and other furnishings and equipment that may be required for normal operations.						
10. Security Services						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Security Services	\$ -	2	12	100%	-	
Security Services Estimated Total					\$ -	
Currently, security services are provided by Broward College or the institutions at which Project RENEW offers client services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with security services.						
TOTAL ESTIMATED OFFICE EXPENSES COST					\$ 5,745	

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REVISED EXHIBIT – F2 PROJECT BUDGET (FFY 2024)

Expense Category (continued)

H. RENTAL OF USE OF SPACE

Address of Rental or Use of Space	Estimated Price per Square Foot/Unit	Estimated # of Days	Estimated # of Months	% to Project	Total
Coral Springs Charter School (CSCS)	\$ -	-	0	100%	\$ -
Broward College classrooms and administrative space	\$ -	-	0	100%	\$ -
Classroom and/or administrative space	\$ -	-	0	100%	\$ -
Rental or Use of Space Estimated Total					\$ -

Rental expenses include rent or lease on properties necessary for the delivery of the contracted services. Rent or lease expenses on buildings or other rental costs are incurred to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area, alternatives available; and the type, condition and value of the property leased. Costs may include the cost of alterations of such leased property, provided such alterations are necessary for the performance of the contract, and of

I. RENTAL EQUIPMENT

Rental Equipment	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Office Equipment	\$ -	-	10	100%	\$ -
Classroom Equipment	\$ -	-	10	100%	\$ -
Rental Equipment Estimated Total					\$ -

Rental equipment may be necessary for the delivery of contracted services. Such equipment may include, but is not limited to, furniture, fixtures, multimedia devices/programs and speech/language instruction software.

J. INSURANCE

Insurance Type	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
					\$ -
Insurance Estimated Total					\$ -

N/A

K. ADVERTISING/OUTREACH

Advertising Expense Item	Estimated Unit Cost	# of Units/ Months	% to Project	Total
Broadcast media		12	100%	\$ -
Newspaper	\$ -	12	100%	\$ -
Printed material		1	100%	\$ -
Advertising/Outreach Estimated Total				\$ -

Advertising/Outreach costs are incurred to increase awareness of the program and the services offered by the program to the refugee/asylee population in Broward County. Broadcast media may include, but is not limited to, radio and television. Printed material may include, but is not limited to, brochures, postcards, posters and other promotional materials that may be printed and used in advertising/outreach services.

L. MEMBERSHIP FEES & SUBSCRIPTIONS

Membership/Subscription	Estimated Unit Cost	# of Units	# of Months	% to Project	Total
Membership to professional organizations	\$ -	0	0	100%	\$ -
Membership to educational/academic organizations	\$ -	0	0	100%	\$ -
					\$ -

Membership fees and subscriptions costs include, but are not limited to, the costs associated with participating and/or becoming members of local, state, and national professional and academic organizations necessary to obtain information about innovative ideas and effective strategies on how to best provide the contracted services to the refugee/asylee population.

M. CLIENT EDUCATIONAL AND TRAINING TOOLS

Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors	\$ 25.00	500	12	100%	\$ 150,000.00
ELI - Educational Material	\$ 16.25	500	12	100%	\$ 97,500.00
ELI - Vouchers	\$ 70.00	500	1	100%	\$ 35,000.00
Laptops				100%	\$ -
*Rounded to the nearest dollar Client Education and Training Tools Estimated Total					\$ 282,500

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC ids. The proposed budget will cover the following items: ELI instructors and CASAS proctors wages at an estimated cost of \$150,000.00; educational materials, which include textbooks or total estimated cost = \$97,500.00, and ELI vouchers estimated cost = \$35,000.00.

N. FIXED PRICE SERVICES (if applicable)

Service	Est. # of Units	Fixed Rate	Total
			\$ -
Fixed Price Services Estimated Total			\$ -

NARRATIVE: NA

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REVISED EXHIBIT – F2 PROJECT BUDGET (FFY 2024)**

O. INFORMATION RESOURCE TECHNOLOGY

IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 45.00	3	2	100%	\$ 270.00
IRT Estimated Total					\$ 270

Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, and access to the Florida Department of Management Services (DMS).

SUBCONTRACTED SERVICES

P.

Subcontracted Services	Est. Unit Cost	Est. # of Months/Units	% to Project	Total
Administrative services	\$ -	0	0%	\$ -
Subcontracted Services Estimated Total				\$ -

Project RENEW does not currently subcontract any administrative services, as all administrative services are handled in house or provided by Broward College at no cost to the program. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.

SUBCONTRACTED CLIENT SERVICES

Q.

Client Services	Est. Unit Cost	Est. # of Units	% to Project	Total
Client Services	\$ -	0	100%	\$ -
Client Services Estimated Total				\$ -

Project RENEW does not currently subcontract any client services. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.

FINANCIAL AUDIT

R.

Financial Audit Type	Est. Unit Cost	Est. # of Units	% to Project	Total
Financial Audit	\$ -	0	0%	\$ -
Financial Audit Estimated Total				\$ -

Anticipated expenditures to perform an independent financial audit performed by a licensed audit firm under chapter 473, S.S. Broward College financial audits are conducted by the State of Florida Auditor General.

OPERATING CAPITAL OUTLAY (OCO >\$1,000.00)

S.

OCO Expense Description	Est. Unit Cost	Est. # of Units	% to Project	Total
				\$ -
OCO Estimated Total				\$ -

NARRATIVE:

INDIRECT COSTS

T.

Total Personnel, Travel, and Expenses	\$ 592,114.26
Indirect Cost Rate	5%
Indirect Costs Total (less OCO)	
	\$ 29,606

Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2023-24.

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)

TOTAL BUDGET AMOUNT	\$ 621,720
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**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature

Date

Name (type or print)

Title

CF 1125

Effective July 2015

(CF-1125-1516)

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: _____

Date: _____

Application or Contract ID Number: __XK060BC_____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____

CF 1123

Effective July 2015

(CF-1123-1516)

CONTRACT NO. XK060BC
AMENDMENT NO. 0008

This Amendment shall be effective October 1, 2023, or the last party signature date, whichever is later. The above referenced Contract is hereby amended as follows:

1. The following items were last addressed in the noted Amendments:
Amendment #0006: 4, 8.
Amendment #0007: 5, 7.
2. **1.2.4.** is amended to read:
Yanadelis Cruz
1924 NW 84th Ave
Doral, Florida 33126
ycruz@cwsglobal.org
3. **A1-2.10.7.3. is amended to add:**
A1-2.10.7.3.1. Afghan parolees whose initial period of parole expires while their applications for re-parole, asylum, or adjustment of status are pending may continue to receive services for which an Afghan parolee was enrolled prior to the expiration of their initial period of parole. The continuation may occur after their initial period of parole expired and while they wait for the adjudication of their application for re-parole, asylum, or adjustment of status. No new ORR benefits or services may be added for an Afghan parolee after their initial period of parole has expired, even if they have a pending re-parole, asylum, or adjustment of status application with USCIS.
4. **EXHIBIT – C5 REPORTING REQUIREMENTS** is replaced by the attached **EXHIBIT – C5 REPORTING REQUIREMENTS**.
5. **D-1.2.** is amended to read:
D-1.2. The Provider shall provide the following service units or unduplicated clients for the period of **October 1, 2023, through September 30, 2024**.
D-1.2.1. The Provider shall enroll at least **630** clients into any refugee-specific ELI classes.
6. **D-1.** is amended to add:
D-1.3. Deliverables and minimums for future years will be added via formal Contract Amendment.
7. **EXHIBIT – F2 PROJECT BUDGET (FFY2024)** is inserted.
8. **ATTACHMENT 1** is replaced by the attached **ATTACHMENT 1**
9. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.



IN WITNESS THEREOF, the parties hereto have caused this Amendment executed by their undersigned officials as duly authorized.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

Signature: Barbara J. Bryan Ph.D.

Name: Dr. Barbara J. Bryan

Title: President

Date: 03/28/2024

CHURCH WORLD SERVICE, INC.

Signature: 

Name: Richard L. Santos

Title: President & CEO

Date: 04/11/2024

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EXHIBIT C5 – REPORTING REQUIREMENTS

For Reporting Requirements, submission of hard copies is not required until further notice. For the purpose of this Contract, an acceptable “original signature” on an electronic copy is defined as the signature of the authorized signatory using pen and ink; a certified electronic signature; or signed through DocuSign.

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	CWS Office
Invoice EXHIBIT F4	Monthly	15 th day of each month	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
Narrative Reporting Requirements, as specified in EXHIBIT C1	Semi-Annually	April 5 October 5	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
Actual Expenditure Report EXHIBIT F6	Quarterly	30 calendar days following the end of the quarter	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
Limited English Proficiency (LEP) Policy	Within 45 calendar days following the Contract effective date and the LEP Policy Questionnaire annually thereafter	November 15	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org



<p>Financial and Compliance Audit and accompanying management letter as specified in Attachment 1</p>	<p>Annually</p>	<p>Within 180 calendar days following Provider's fiscal year end or within 30 calendar days of Provider's receipt of the audit report, whichever occurs first</p>	<p>1 electronic copy to the CCC 1 electronic copy to Inspector General</p>	<p>Yanadelis Cruz CCC ycruz@cwsglobal.org Office of the Inspector General, Provider Audit Unit 2415 North Monroe St. Tallahassee, Fl. 32303-4190 Single.audit@myflfamilies.com</p>
<p>Inventory Report EXHIBIT C2</p>	<p>Annually and 45 calendar days prior to completion of Contract</p>	<p>August 15</p>	<p>1 electronic copy</p>	<p>Yanadelis Cruz CCC ycruz@cwsglobal.org</p>
<p>Emergency Preparedness Plan as specified in Section 9.2 of the Standard Contract</p>	<p>Within 20 calendar 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</p>	<p>October 20</p>	<p>1 electronic copy</p>	<p>Yanadelis Cruz CCC ycruz@cwsglobal.org</p>
<p>Civil Rights Compliance Checklist as specified in Section 7.13 of the Standard Contract</p>	<p>Within 20 calendar days of Contract execution and annually thereafter</p>	<p>October 20</p>	<p>1 electronic copy</p>	<p>Yanadelis Cruz CCC ycruz@cwsglobal.org</p>
<p>Proof of Liability Insurance as specified in Section 4.5. of the Standard Contract</p>	<p>Within 20 calendar days of Contract execution and annually thereafter</p>	<p>October 20</p>	<p>1 electronic copy</p>	<p>Yanadelis Cruz CCC ycruz@cwsglobal.org</p>



Support to the Deaf or Hard of Hearing as specified in Section 9.3.2 of the Standard Contract	Monthly	4 th business day of each month	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
Employment Screening Affidavit as specified in Section 4.14.2. of the Standard Contract	Annually	July 15	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
CRS Transition Plan	As determined by CCC	As determined by CCC	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
CRS Plan	Within 30 calendar days of Contract effective date (March 30, 2020) and annually thereafter	March 30	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
Uptake Analysis	Annually	December 30	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org
Quality Management Plan (QMP)	45 calendar days after Contract effective date	April 15, 2020	1 electronic copy	Yanadelis Cruz CCC ycruz@cwsglobal.org



<p>Executive Compensation Annual Report, PCMT-08-2021</p>	<p>May 1, 2022, and annually thereafter</p>	<p>May 1</p>	<p>1 electronic copy</p>	<p>Yanadelis Cruz CCC ycruz@cwsqglobal.org</p>
<p>Refugee-Specific Course Offerings</p>	<p>Quarterly/Term</p>	<p>March 20 June 20 August 20 December 20</p>	<p>1 electronic copy</p>	<p>Yanadelis Cruz CCC ycruz@cwsqglobal.org</p>
<p>*Due dates that fall on holidays are due the following business day.</p>				

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EXHIBIT F2 – PROJECT BUDGET (FFY2024)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #	XK060-BC	FISCAL YEAR AMOUNT:	\$400,000.00
CONTRACT PERIOD:	03/01/20 - 9/30/2025	CONTRACT MANAGER:	Yanadelis Cruz
BUDGET PERIOD:	10/01/23 - 9/30/24	# of Months in Budget Period	12
Personnel		% of budget	Estimated Total
A. Personnel		47.78%	\$ 191,116.00
B. Fringe Benefits		16.27%	\$ 65,088.18
C. Other Personnel Services (OPS)		0.00%	\$ -
D. Background Checks		0.00%	\$ -
Personnel Costs Total			\$ 256,204
Travel			Estimated Total
E. Staff Travel/Training		1.22%	\$ 4,878.44
F. Client Transportation		0.00%	\$ -
Travel Costs Total			\$ 4,878
Expense			Estimated Total
G. Office Expenses			
1. Utilities		0.00%	\$ -
2. Telephone		0.69%	\$ 2,772.00
3. Postage/Shipping		0.04%	\$ 177.00
4. Copies/Printing		0.08%	\$ 300.00
5. Office Supplies		0.08%	\$ 300.00
6. Janitorial Supplies		0.00%	\$ -
7. Building Maintenance & Repair		0.00%	\$ -
8. Equipment Repair		0.00%	\$ -
9. Office Equipment		0.00%	\$ -
10. Security Services		0.00%	\$ -
H. Rental Use of Space		0.00%	\$ -
I. Rental Equipment		0.00%	\$ -
J. Insurance		0.00%	\$ -
K. Advertising/Outreach		0.00%	\$ -
L. Membership Fee/Subscriptions		0.00%	\$ -
M. Client Educational/Training Tools		29.02%	\$ 116,070.00
N. Fixed Price Services		0.00%	\$ -
O. Information Resource Technology		0.06%	\$ 250.56
P. Subcontracted Services		0.00%	\$ -
Q. Subcontracted Client Services		0.00%	\$ -
R. Financial Audit		0.00%	\$ -
Expense Cost Total			119,870
Direct Costs			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)		0.00%	\$ -
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%		4.76%	\$ 19,048.00
Direct Cost Total			\$ 19,048
		100.00%	
Total Contract Budget			\$ 400,000.00
Total Contract Budget Rounded to the Nearest Whole Dollar			\$ 400,000.00



**CONTRACT NO. XK060BC
AMENDMENT NO. 0008**

EXHIBIT F2 – PROJECT BUDGET (FFY2024)

Personnel - A & B														
Position Title	Salaries			Social Security		Medicare		Health Ins		Dental Ins		Life Ins		
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project
Sr. Director	71,850.00	100%	12	71,850.00	4,454.70	4,454.70	1,041.83	1,041.83	9,348.00	9,348.00	372.00	372.00	122.15	122.15
ESOL Coordinator	55,000.00	100%	12	55,000.00	3,410.00	3,410.00	797.50	797.50	9,348.00	9,348.00	372.00	372.00	93.50	93.50
RENEW Grant Specialist	43,166.00	100%	12	43,166.00	2,676.29	2,676.29	625.91	625.91	9,348.00	9,348.00	372.00	372.00	73.38	73.38
Administrative Specialist (Part-Time)	20,000.00	100%	12	20,000.00	1,240.00	1,240.00	290.00	290.00	-	-	-	-	-	-
Administrative (OPS-Temp)	1,100.00	100%	12	1,100.00	68.20	68.20	15.95	15.95	-	-	-	-	-	-
Totals	191,116.00	100%		191,116.00	11,849.19	11,849.19	2,771.18	2,771.18	28,044.00	28,044.00	1,116.00	1,116.00	289.03	289.03
*Broward College, in lieu of salary increase, may apply a one-time payment pay for performance to all full time employees during the contract year. An estimated one-time-payment pay for performance of 4% for each full time employee salary is estimated.														
Personnel - A & B (Continued)														
Position Title	Salaries			Disability Ins		Workers Comp		Retirement/Pension		Totals				
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project		
Sr. Director	71,850.00	100%	12	71,850.00	143.70	143.70	-	-	7,774.17	7,774.17	23,256.54	95,106.54		
ESOL Coordinator	55,000.00	100%	12	55,000.00	110.00	110.00	-	-	5,951.00	5,951.00	20,062.00	75,062.00		
RENEW Grant Specialist	43,166.00	100%	12	43,166.00	86.33	86.33	-	-	4,670.56	4,670.56	17,852.47	61,018.47		
Administrative Specialist (Part-Time)	20,000.00	100%	12	20,000.00	-	-	-	-	2,164.00	2,164.00	3,694.00	23,694.00		
Administrative (OPS-Temp)	1,100.00	100%	12	1,100.00	-	-	-	-	119.02	119.02	203.17	1,303.17		
Totals	191,116.00	100%		191,116.00	340.03	340.03	-	-	20,678.75	20,678.75	65,088.18	256,204.18		
*Rounded to the nearest dollars														
Legend: CTRB - Contribution														
PERSONNEL NARRATIVE														
Sr. Director	The program Sr. Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files.													
ESOL Coordinator	Under limited supervision, this position serves the Project RENEW grant program as the Adult Basic Education ESOL Coordinator through several campus locations at Broward College to provide direct service and support to prospective, current and former students from the point of registration through enrollment through completion of the six ESOL level courses, and referral of eligible students to career technical courses using a case management approach. The Adult Basic Education ESOL Coordinator is responsible for planning and administering the ESOL program and all state reporting; supervises ESOL instructors, serves as the CASAS - Comprehensive Adult Student Assessment Systems administrator implementing students English language standardized assessments, scoring, storing and reporting test results in compliance with the FL Department of Education standards. The coordinator also coordinates the day-to-day operation of student registrations and proctoring the students' initial English skills assessment. Serve as MyEnglishLab and BurlingtonEnglish program administrator by creating courses, adding instructors and students in the online-platform, and generating students' progress report. Responsible for all aspects of client management including initial program registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Designs and maintains the program database, collects and reports critical data to the State of Florida, and responds to grant and college-wide reporting needs. Provides data for accounting and invoicing purposes. Performs related duties as assigned. Creates the students' BC, MyEnglish Lab and D2L accounts, and provides technical support to students and instructors. Manages the student Laptop Loaner Program by distributing, collecting and setting laptops for students.													
RENEW Grant Specialist	Responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Completes program administrative duties such as payroll and purchase orders. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes, recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.													
Administrative Specialist (Part-Time)	Assists with all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties.													
Administrative (OPS-Temp)	OPS, temporary ESOL specialist is necessary for service delivery, due to the influx in client numbers, and shortage in staffing to help maintain an appropriate level of service delivery.													
FRINGE BENEFITS														
TYPE	DESCRIPTION													
Social Security	6.2% Social Security X \$191,116.00 staff salaries= \$11,849.19 (rounded to nearest\$).													
Medicare	1.45% Medicare X \$191,116.00 of staff salaries= \$2,771.18 (Rounded to nearest\$).													
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 12 months per full time employee.													
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$372.00 per year or \$31.00 per month per full time employee. Dental Insurance is calculated at \$31.00 X 12 months per full time employee.													
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .17% of staff salary.													
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .20% of full-time staff (FTE) salaries.													
Workers Comp	Workers comp is provided by the college to all employees.													
Unemployment Ins														
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 10.82% of Staff (FTE) salaries. Total salaries times 10.82% or \$191,116.00 X 10.82% = \$20,678.75 (Rounded to nearest\$).													



EXHIBIT F2 – PROJECT BUDGET (FFY2024)

C. OTHER PERSONNEL SERVICES (OPS)

Position	Salary/ Wages	Hours	Months/ Weeks	% on Proj.	Total
OPS Total					\$ -

OPS, temporary employees or part time administrative assistance is occasionally necessary for service delivery, should there be an influx in client numbers, a shortage in staffing or to help maintain an appropriate level of service delivery.

D. BACKGROUND CHECKS

Description	Type	# of Units	Unit Cost	Total
Background Checks Total				\$ -

Background checks may include, but are not limited to initial employment and ongoing random drug & alcohol testing, preliminary criminal background checks, initial and ongoing driving record background reports, initial and ongoing criminal record/fingerprinting checks by FDLE, and local county background checks, of all employees, or for employees who transport children or who are promoted to a position which requires additional testing.

E. STAFF TRAVEL & TRAINING ITEM

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	72.2	12	385.44
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage				\$ 385

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Conferences/Meetings - Professional and Academic	\$ 600.00	1	2	2	2,400.00
Airfare	\$ 257.50	1	1	2	515.00
Registration Fees	\$ -	1	1	1	-
Per Diem	\$ 26.00	3	1	1	78.00
Hotel/Lodging	\$ 200.00	3	1	2	1,200.00
Car Rental	\$ 150.00	1	1	2	300.00
Incidental Expenses	\$ -	0	0	0	-
Subtotal Conference/Meeting Travel and Training					\$ 4,493

***Rounded to the nearest dollar**
Staff Travel & Training Total \$ 4,878

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 86.6 miles per month X 0.445 X 12= \$385.44 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional Professional development training in conferences, not offered by Broward College, will be made available to all staff estimated in \$4,493.00 including conference registration fee, airfare, lodging, per diem and transportation expenses.

F. CLIENT TRANSPORTATION

Description	Expense	Est. Unit Cost	Est. # of Units per Month	Months	Total
Broward County Transit Bus Passes - Regular Monthly average rate of \$58.90					-
Broward County Transit Bus Passes - Regular Weekly (7 days) average rate of \$20.00	\$ -		0	0	-
Broward County Transit Bus Passes - Student Monthly (31 days) average rate of \$50.00	\$ -		0	0	-
					\$ -

The lack of transportation is an obstacle in the ability of some clients to attend classes offered by RENEW. In such situations, RENEW will provide travel assistance in the form of bus passes to currently enrolled clients when a transportation barrier to attending classes and other allowable activities is identified by the Intake staff, Administrative Specialist, or the Manager. The bus passes permit clients to participate in allowable activities such as job interviews, educational class/training, educational workshops, etc. For bus passes, which include daily, weekly and monthly passes for college students and non-college student rates: the amount described is the current rate; should the rate increase, an adjustment will be made to the maximum amount per ticket allowed without the need of a formal contract amendment. Estimated total cost of bus passes: Calculated as follows: thirtyone (31) days bus pass at a cost of \$0.00 per pass X 0 units X 0 months.

Expense Category

G. OFFICE EXPENSES

1. Utilities

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Utilities Estimated Total					\$ -

Currently, Broward College and/or Coral Springs Charter School (CSCS) provide telephone services at no cost to Project RENEW at the location of service. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.

2. Telephone

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Cellphone Stipend	\$ 77.00	3	12	100%	2,772.00
Telephone Estimated Total					\$ 2,772

Currently, Broward College provide telephone services at all the locations where Project RENEW offers services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.



EXHIBIT F2 – PROJECT BUDGET (FFY2024)

3. Postage/Shipping					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 14.75	1	12	100%	177.00
Postage/Shipping Estimated Total					\$ 177
Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.					
4. Copies/Printing					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Copying charges	\$ 0.10	250	12	100%	300.00
Copies/Printing Estimated Total					\$ 300
Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$300.					
5. Office Supplies					
Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 25.00	1	12	100%	300.00
Office Supplies Total					\$ 300
* Rounded to the nearest dollar Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices, electronic devices, and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$25.00 per month X 12 months.					
6. Janitorial Supplies					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Janitorial Supplies Estimated Total					\$ -
Where classes are held at locations other than Broward College campuses, such as is currently done at the Coral Springs Charter School in Coral Springs, FL, janitorial supplies are occasionally needed. Janitorial supplies may include, but are not limited to, paper towels, cleaning supplies, hand soap, hand sanitizer, and toilet paper.					
7. Building/Maintenance					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Building Maintenance	\$ -	0	0	100%	-
Building Maintenance/Repair Estimated Total					\$ -
Currently, all the locations at which Project RENEW offers services are fully maintained by Broward College and or the institutions at which services are provided at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with building maintenance.					
8. Equipment Repair					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 946.00		1	100%	-
	\$ -				-
\$ 3.00					\$ -
NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.					
9. Office Equipment					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
	\$ -				-
Office Equipment Estimated Total					\$ -
NARRATIVE: Office equipment may include but is not limited to laptops, computers, computer monitors, printer, scanners, fax machine, office furniture, filing cabinets and other furnishings and equipment that may be required for normal operations.					
10. Security Services					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
	\$ -				-
Security Services Estimated Total					\$ -
Currently, security services are provided by Broward College or the institutions at which Project RENEW offers client services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with security services.					
TOTAL ESTIMATED OFFICE EXPENSES COST					\$ 3,549



EXHIBIT F2 – PROJECT BUDGET (FFY2024)

Expense Category (continued)

H. RENTAL OF USE OF SPACE

Address of Rental or Use of Space	Estimated Price per Square Foot/Unit	Estimated # of Days	Estimated # of Months	% to Project	Total
Coral Springs Charter School (CSCS)	\$ -	-	0	100%	\$ -
Broward College classrooms and administrative space	\$ -	-	0	100%	\$ -
Classroom and/or administrative space	\$ -	-	0	100%	\$ -
Rental or Use of Space Estimated Total					\$ -

Rental expenses include rent or lease on properties necessary for the delivery of the contracted services. Rent or lease expenses on buildings or other rental costs are incurred to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area, alternatives available; and the type, condition and value of the property leased. Costs may include the cost of alterations of such leased property, provided such alterations are necessary for the performance of the contract, and of reasonable restoration required by the provisions of the lease and are not included in the rental agreement. Broward College is currently providing several administrative offices and the use of classroom space on various campuses at no charge to Project RENEW. However, to properly deliver contracted services, Project RENEW may incur rental expenses at Coral Springs Charter School (CSCS) and any other Broward College-approved location.

I. RENTAL EQUIPMENT

Rental Equipment	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Office Equipment	\$ -	-	10	100%	\$ -
Classroom Equipment	\$ -	-	10	100%	\$ -
Rental Equipment Estimated Total					\$ -

Rental equipment may be necessary for the delivery of contracted services. Such equipment may include, but is not limited to, furniture, fixtures, multimedia devices/programs and speech/language instruction software.

J. INSURANCE

Insurance Type	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
					\$ -
Insurance Estimated Total					\$ -

N/A

K. ADVERTISING/OUTREACH

Advertising Expense Item	Estimated Unit C	# of Units/ Months	% to Project	Total
Broadcast media		12	100%	\$ -
Newspaper	\$ -	12	100%	\$ -
Printed material		1	100%	\$ -
Advertising/Outreach Estimated Total				\$ -

Advertising/Outreach costs are incurred to increase awareness of the program and the services offered by the program to the refugee/asylee population in Broward County. Broadcast media may include, but is not limited to, radio and television. Printed material may include, but is not limited to, brochures, postcards, posters and other promotional materials that may be printed and used in advertising/outreach services.

L. MEMBERSHIP FEES & SUBSCRIPTIONS

Membership/Subsription	Estimated Unit Cost	# of Units	# of Months	% to Project	Total
Membership to professional organizations	\$ -	0	0	100%	\$ -
Membership to educational/academic organizations	\$ -	0	0	100%	\$ -
					\$ -

Membership fees and subscriptions costs include, but are not limited to, the costs associated with participating and/or becoming members of local, state, and national professional and academic organizations necessary to obtain information about innovative ideas and effective strategies on how to best provide the contracted services to the refugee/asylee population.

M. CLIENT EDUCATIONAL AND TRAINING TOOLS

Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors' Wages	\$ 30.00	297	12	100%	\$ 107,000.00
ELI - Educational Material	\$ 2.50	300	12	100%	\$ 9,000.00
ELI Voucher	\$ 70.00	1	1	100%	\$ 70.00
	\$ -			100%	\$ -
*Rounded to the nearest dollar Client Education and Training Tools Estimated Total					\$ 116,070

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC Ids. The proposed budget will cover the following items: ELI instructors and CASAS proctor wages at an estimated rate of \$30.00 X 356.67 class hours X 10 months totaling an estimated cost of \$107,000.00 and may include curriculum development and instruction in any of the following types of ELI: ESOL, ELCATE, ESOLAS, WRS, Citizenship and GED. Educational materials total estimated cost = \$9,000.00. Curriculum development expense includes updating curriculum to align with new FL DOE ESOL curriculum framework anchor standards and benchmarks. ELI voucher estimated cost = \$70.

N. FIXED PRICE SERVICES (if applicable)

Service	Est. # of Units	Fixed Rate	Total
			\$ -
Fixed Price Services Estimated Total			\$ -

NARRATIVE: NA



EXHIBIT F2 – PROJECT BUDGET (FFY2024)

O. INFORMATION RESOURCE TECHNOLOGY					
IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 6.96	3	12	100%	\$ 250.56
Computer/laptop maintenance	\$ -	0	0	0%	\$ -
IRT Estimated Total					\$ 251
Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, DCF Oracle System access, and SAVE System access.					
P. SUBCONTRACTED SERVICES					
Subcontracted Services	Est. Unit Cost	Est. # of Months/Units	% to Project	Total	
	\$ -			\$ -	
Subcontracted Services Estimated Total				\$ -	
Project RENEW does not currently subcontract any administrative services, as all administrative services are handled in house or provided by Broward College at no cost to the program. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.					
Q. SUBCONTRACTED CLIENT SERVICES					
Client Services	Est. Unit Cost	Est. # of Units	% to Project	Total	
Client Services	\$ -	0	100%	\$ -	
Client Services Estimated Total				\$ -	
Project RENEW does not currently subcontract any client services. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.					
R. FINANCIAL AUDIT					
Financial Audit Type	Est. Unit Cost	Est. # of Units	% to Project	Total	
				\$ -	
Financial Audit Estimated Total				\$ -	
Anticipated expenditures to perform an independent financial audit performed by a licensed audit firm under chapter 473, S.S. Broward College financial audits are conducted by the State of Florida Auditor General.					
S. OPERATING CAPITAL OUTLAY (OCO >\$1,000.00)					
OCO Expense Description	Est. Unit Cost	Est. # of Units	% to Project	Total	
				\$ -	
OCO Estimated Total				\$ -	
NARRATIVE:					
T. INDIRECT COSTS					
Total Personnel, Travel, and Expenses			\$ 380,952.18		
Indirect Cost Rate			5%		
Indirect Costs Total (less OCO)				\$ 19,048	
Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2023-24.					
U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)					
IRT Expense (Non-recurring) Description	Est. Unit Cost	Est. # of Units	% to Project	Total	
				\$ -	
IRT (non-recurring) Estimated Total				\$ -	
NARRATIVE: Although no budget amount is allocated to Equipment (Non-OCO) at this time, the line item is for anticipated expenditures for durable goods include, but are not limited to, computers/laptops, printers, software and other multimedia devices to be used for administrative purposes.					
TOTAL BUDGET AMOUNT				\$ 400,000	



ATTACHMENT 1

FINANCIAL COMPLIANCE

The administration of resources awarded by CWS to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, CWS and/or 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 CWS and the Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by CWS and/or the Department. In the event CWS and/or the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by CWS and/or the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by CWS' CCC, 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 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 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 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the CWS' CCC, the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the CWS' CCC, 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 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 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 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with CWS 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 CWS shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$750,000 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 CWS' CCC, the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the CWS' CCC, 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 CWS 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 CWS 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 CWS pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) 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 Compliance Coordinator (CCC) for this contract (one copy)

Yanadelis Cruz
1924 NW 84th Ave
Doral, FL 33126
Email Address: ycruz@cwsglobal.org

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

Office of the Inspector General
Single Audit Unit
The Centre, Suite 400-I
2415 Monroe Street
Tallahassee, Florida 32303
Email address: HQW.IG.Single.Audit@myflfamilies.com

C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<https://harvester.census.gov/facweb/>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.



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 CWS and/or the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, 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 CWS and/or 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 CWS, the Department or their 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 CWS, the Department or their 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 CWS and/or the Department.



AMENDMENT # 0007

Contract # XK060BC

Effective the latter of **May 1, 2023** or the last date of the signatories, this amends the above referenced **Contract as follows:**

1. The items below were last addressed in Amendment #0006.
2. In **1.1.**, "\$2,174,077.00" is replaced by "**\$2,497,087.00**".
3. The highlighted portions below amend **A1-2.10.7.3**. The non-highlighted portions are contextual only and unaffected by this amendment.

A1-2.10.7.3. Afghan humanitarian parolees (AHP) admitted to the United States on or after July 31, 2021, until **September 30, 2023** (or other date as determined by ORR), due to urgent humanitarian reasons or significant health benefit. The term "Afghan Humanitarian Parolee" describes all Afghan nationals (including unaccompanied minors) paroled by DHS on or after July 31, 2021 until **September 30, 2023** (or other date as determined by ORR), who ORR is authorized to serve under the Afghanistan Supplemental Appropriations Act. 2022.

4. The highlighted portions below amend **B-7.6.1. through B-7.6.3**. The non-highlighted portions below are contextual only and unaffected by this amendment.

B-7.6.1. Citizens or nationals of Afghanistan paroled (including unaccompanied minors) into the United States under section 212(d)(5) of the Immigration and Nationality Act between July 31, 2021, and **September 30, 2023**, or other date as determined by ORR. This group of Afghan Humanitarian Parolees (AHP) is eligible from their eligibility date until March 31, 2023, or until the end of the individual's parole term, whichever is later, unless otherwise amended by law or the individual gains another ORR-eligible category;

B-7.6.2. A spouse or child of any Afghan Humanitarian Parolee described in B-7.6.1, who is paroled into the United States after **September 30, 2023**, or other date as determined by ORR. This group is eligible for benefits and services from their eligibility date until March 31, 2023, or the end of the individual's parole term, whichever is later, unless otherwise amended by law or the individual gains another ORR-eligible category or status;

B-7.6.3. A parent or legal guardian of any individual described above in B-7.6.1, who is determined to be an unaccompanied child as defined by 6 U.S.C. § 279(g)(2), who is paroled into the United States after **September 30, 2023**, or other date as determined by ORR. This group is eligible for benefits and services from their eligibility date until March 31, 2023, or the end of the individual's parole term, whichever is later, unless otherwise amended by law or the individual gains another ORR-eligible category or status;

5. The highlighted portions below amend **D-1.1**. The non-highlighted portions below are contextual only and unaffected by this amendment.

D-1.1. Deliverables/ Service Units for the period October 1, 2022 through September 30, 2023.

D-1.1.1. The Provider shall enroll clients into at least **1140** refugee-specific classes.

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AMENDMENT # 0007

Contract # XK060BC

6. The highlighted portions of the table below amend the table in **F-2**. The non-highlighted portions are solely for context and unaffected by this amendment.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
March 1, 2020 – September 30, 2020	\$270,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
October 1, 2022 – September 30, 2023	\$723,010.00
October 1, 2023 – September 30, 2024	\$400,000.00
October 1, 2024 – September 30, 2025	\$400,000.00
Total Contract Amount	
	\$2,497,087.00

7. The highlighted portions of the table below amend the table in **F-3.1**. The non-highlighted portions are solely for context and unaffected by this amendment.

Total Fixed Rate Amount (by budget period)	
Budget Period	Fixed Rate Budget Amount
March 1, 2020 – September 30, 2020	\$257,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
October 1, 2022 – September 30, 2023	\$723,010.00
October 1, 2023 – September 30, 2024	\$400,000.00
October 1, 2024 – September 30, 2025	\$400,000.00
Total Fixed Rate Contract Amount	
	\$2,484,087.00

8. **EXHIBIT F2** and **F3**, are replaced by the attached **Exhibits F2** and **F3**.
9. All provisions in the contract and any attachments thereto in conflict with this amendment are changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are made a part of the contract.

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AMENDMENT # 0007

Contract # XK060BC

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA.

CHURCH WORLD SERVICE, INC.

SIGNED BY: 
DCAAB8DE1B7E441...

NAME: Mildred Coyne

TITLE: SVP, workforce Education & Innovation

DATE: 09/30/2023

SIGNED BY: 

NAME: RICHARD L. SANTOS

TITLE: President & CEO

DATE: 12/12/2023



AMENDMENT # 0007

Contract # XK060BC

REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #	XK060-BC	CONTRACT AMOUNT:	\$723,010.00
CONTRACT PERIOD:	03/01/2020 - 9/30/25	CONTRACT MANAGER:	Yanadelis Cruz
BUDGET PERIOD:	10/01/22 - 9/30/23	# of Months in Budget Period	12
Personnel		% of budget	Estimated Total
A. Personnel	46.61%	\$	336,970.00
B. Fringe Benefits	16.27%	\$	117,646.43
C. Other Personnel Services (OPS)	0.00%	\$	-
D. Background Checks	0.00%	\$	-
Personnel Costs Total		\$	454,616
Travel			Estimated Total
E. Staff Travel/Training	1.17%	\$	8,470.04
F. Client Transportation	0.00%	\$	-
Travel Costs Total		\$	8,470
Expense			Estimated Total
G. Office Expenses			
1. Utilities	0.00%	\$	-
2. Telephone	0.80%	\$	5,760.00
3. Postage/Shipping	0.00%	\$	16.00
4. Copies/Printing	0.08%	\$	572.00
5. Office Supplies	0.17%	\$	1,200.00
6. Janitorial Supplies	0.00%	\$	-
7. Building Maintenance & Repair	0.00%	\$	-
8. Equipment Repair	0.14%	\$	1,000.00
9. Office Equipment	0.00%	\$	-
10. Security Services	0.00%	\$	-
H. Rental Use of Space	0.00%	\$	-
I. Rental Equipment	0.00%	\$	-
J. Insurance	0.00%	\$	-
K. Advertising/Outreach	0.00%	\$	-
L. Membership Fee/Subscriptions	0.04%	\$	300.00
M. Client Educational/Training Tools	29.84%	\$	215,770.00
N. Fixed Price Services	0.00%	\$	-
O. Information Resource Technology	0.12%	\$	876.96
P. Subcontracted Services	0.00%	\$	-
Q. Subcontracted Client Services	0.00%	\$	-
R. Financial Audit	0.00%	\$	-
Expense Cost Total		\$	225,495
Direct Costs			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)	0.00%	\$	-
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%	4.76%	\$	34,429.00
Direct Cost Total		\$	34,429
		100.00%	
Total Contract Budget		\$	723,010.00
Total Contract Budget Rounded to the Nearest Whole Dollar		\$	723,010.00



AMENDMENT # 0007

Contract # XK060BC

REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

Personnel - A & B														
Position Title	Salaries				Social Security		Medicare		Health Ins		Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project
Program Director	71,850.00	100%	12	71,850.00	6.20%	4,454.70	1.450%	1,041.83	9,348.00	378.00	378.00	0.11%	79.04	79.04
Program Coordinator and Data Analyst	55,000.00	100%	12	55,000.00		3,410.00		797.50	9,348.00	378.00	378.00		60.50	60.50
RENEW Grant Specialists/Student Coach	44,000.00	100%	12	44,000.00		2,728.00		638.00	9,348.00	378.00	378.00		48.40	48.40
RENEW Grant Specialists/Student Coach	44,000.00	100%	12	44,000.00		2,728.00		638.00	9,348.00	378.00	378.00		48.40	48.40
RENEW Grant Specialists/Student Coach	44,000.00	100%	12	44,000.00		2,728.00		638.00	9,348.00	378.00	378.00		48.40	48.40
Curriculum Coordinator	55,000.00	100%	12	55,000.00		3,410.00		797.50	9,348.00	378.00	378.00		60.50	60.50
Administrative Assistane - Part-time	21,120.00	100%	12	21,120.00		1,309.44		306.24	-	-	-		-	-
Support Specialist (temporary employees)	2,000.00	100%	12	2,000.00		124.00		29.00	-	-	-		-	-
Totals	336,970.00	100%		336,970.00		20,892.14		4,886.07	56,088.00	2,268.00	2,268.00		345.24	345.24
*Broward College, in lieu of salary increase, may apply a one-time payment pay for performance to all full time employees during the contract year. An estimated one-time-payment pay for performance of 4% for each full time employee salary is estimated.														
Personnel - A & B (Continued)														
Position Title	Salaries				Disability Ins		Workers Comp		Retirement/Pension		Benefits Charged to Project		Totals	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project		
Program Director	71,850.00	100%	12	71,850.00	0.16%	114.96	-	12.58%	9,038.73	9,038.73	24,455.25	96,305.25		
Program Coordinator	55,000.00	100%	12	55,000.00		88.00	-		6,919.00	6,919.00	21,001.00	76,901.00		
RENEW Grant Specialist/ Student Coach	44,000.00	100%	12	44,000.00		70.40	-		5,535.20	5,535.20	18,746.00	62,746.00		
RENEW Grant Specialist/ Student Coach	44,000.00	100%	12	44,000.00		70.40	-		5,535.20	5,535.20	18,746.00	62,746.00		
RENEW Grant Specialist/ Student Coach	44,000.00	100%	12	44,000.00		70.40	-		5,535.20	5,535.20	9,020.00	53,020.00		
ESOL Teacher/Student Support Coordinator	55,000.00	100%	12	55,000.00		88.00	-		6,919.00	6,919.00	21,001.00	76,901.00		
Administrative Assistane - Part-time	21,120.00	100%	12	21,120.00		-	-		2,656.90	2,656.90	4,272.58	25,392.58		
Support Specialist (temporary employees)	2,000.00	100%	12	2,000.00		-	-		251.60	251.60	404.60	2,404.60		
Totals	336,970.00	100%		336,970.00		502.16			42,390.83	42,390.83	117,646.43	454,616.43		
*Rounded to the nearest dollars														



AMENDMENT # 0007

Contract # XK060BC

REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

Legend:	
Fringe shows FRS contribution increased to	CTRB - Contribution 12.58% to all employees.
PERSONNEL NARRATIVE	
Director	The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files; and participates in district as well as in-house trainings and Professional Learning Communities.
Program Coordinator	Under limited supervision, this position is responsible for coordinating and providing oversight of the direct service and support to prospective, current and former students from the point of registration through enrollment, assessing students' English level skills for accurate course placement, through completion of the six ESOL level courses, using a case management approach for the Project RENEW Grant program at Broward College through several campus locations at Broward College. Serves as Comprehensive Adult Student Assessment (CASAS) Program Coordinator scheduling assessment and proctor, maintaining testing policies and procedures in compliance with the Florida Department of Education. Provides oversight, guidance, and training for other employees. Maintains and inputs registration and enrollment data into the State of Florida web-database, designs and maintains the program database, provides data for enrollment and performance purposes, and assists instructors and students with technical problems with their BC, D2L digital text and online learning platform accounts.
ESOL Teacher/Student Support Coordinator	This position will be responsible for implementing and ensuring compliance to established ESOL policies, procedures and/or regulations as determined by the state, district and school site; implementing with fidelity, the program's academic ESOL curriculum, collaborates with the Program Director, the Program Coordinator, and instructional staff to develop, implement and monitor each ESOL student's academic plan and increases the English Language proficiency level of all students. The Coordinator also assess students to determine appropriate program placement and participates in district as well as in-house trainings and Professional Learning Communities. Conducts instructional staff development training in the area of language acquisition and instructional strategies for mastering the various content-area standards, co-plans, co-teaches, and coaches teachers to develop and enhance their skills to include direct instruction lessons that incorporate differentiated instruction for varied language proficiency levels, ensures all students have current test results and appropriate ESOL placement, accommodations, modifications and interventions as needed, maintains accurate and current inventory on instructional and curricular resources and materials and replenish inventory as needed, and assists instructors and students with technical problems with their BC, D2L digital text and online learning platform accounts.
RENEW Grant Specialists/Student Coaches	Responsible for all aspects of client management including initial registration, assessing clients' English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.
Part-time Administrative Specialist Support Specialist (temporary employees)	Assists with all aspects of client management including initial registration, assessing clients' English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties. Temporary Support Specialists occasionally provide support for staff demands or help maintain an appropriate level of service delivery, including assisting during orientations and post-test periods.
FRINGE BENEFITS	
TYPE	DESCRIPTION
Social Security	6.2% Social Security X \$336,970.00 staff salaries= \$20,892.14.
Medicare	1.45% Medicare X \$336,970.00 of staff salaries= \$4,886.07.
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 12 months per full time employee.
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$378.00 per year or \$31.50 per month per full time employee.
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .11% of staff salary.
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .16% of full-time staff (FTE) salaries.
Workers Comp	Workers comp is provided by the college to all employees.
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 12.58% of Staff (FTE) salaries. Total salaries \$336,970.00 X 12.58% = \$42,390.83.



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

C. OTHER PERSONNEL SERVICES (OPS)

Position	Salary/ Wages	Hours	Months/ Weeks	% on Proj.	Total
					\$ -

OPS Total \$ -

OPS, temporary employees or part time administrative assistance is occasionally necessary for service delivery, should there be an influx in client numbers, a shortage in staffing or to help maintain an appropriate level of service delivery.

D. BACKGROUND CHECKS

Description	Type	# of Units	Unit Cost	Total
Background checks	staff	0	\$ -	\$ -
				\$ -
Background Checks Total				\$ -

Background checks may include, but are not limited to initial employment and ongoing random drug & alcohol testing, preliminary criminal background checks, initial and ongoing driving record background reports, initial and ongoing criminal record/fingerprinting checks by FDLE, and local county background checks, of all employees, or for employees who transport children or who are promoted to a position which requires additional testing.

E. STAFF TRAVEL & TRAINING ITEM

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	192.8	10	858.04
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage				\$ 858

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ 206.00	1	10	1	2,060.00
	\$ -				-
Conferences/Meetings - Professional and Academic	\$ 425.00	1	2	2	1,700.00
Airfare	\$ 350.00	1	2	2	1,400.00
Registration Fees		1	1	1	-
Per Diem	\$ 36.00	3	2	2	432.00
Hotel/Lodging	\$ 150.00	3	2	2	1,800.00
Car Rental	\$ 170.00	1	1	1	170.00
Incidental Expenses	\$ 50.00	1	1	1	50.00

Subtotal Conference/Meeting Travel and Training \$ 7,612

*Rounded to the nearest dollar Staff Travel & Training Total \$ 8,470

All related travel costs including, but not limited to, travel to client registration sites among campuses, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 192.8 miles per month X 0.445 X10= \$858.04. BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional professional development training in conferences including Adult Basic Education and Literacy topics, not offered by Broward College, will be made available to all staff estimated in \$7,612.00 including conference registration fee, airfare, lodging, per diem and transportation expenses.

F. CLIENT TRANSPORTATION

Description	Expense	Est. Unit Cost	Est. # of Units per Month	Months	Total
Broward County Transit Bus Passes - Regular Monthly average rate of \$58.90					-
Broward County Transit Bus Passes - Regular Weekly (7 days) average rate of \$20.00	\$ -	0	0	0	-
Broward County Transit Bus Passes - Student Monthly (31 days) average rate of \$50.00	\$ -	0	0	0	-
					\$ -

The lack of transportation is an obstacle in the ability of some clients to attend classes offered by RENEW. In such situations, RENEW will provide travel assistance in the form of bus passes to currently enrolled clients when a transportation barrier to attending classes and other allowable activities is identified by the Intake staff, Administrative Specialist, or the Manager. The bus passes permit clients to participate in allowable activities such as job interviews, educational class/training, educational workshops, etc. For bus passes, which include daily, weekly and monthly passes for college students and non-college student rates: the amount described is the current rate; should the rate increase, an adjustment will be made to the maximum amount per ticket allowed without the need of a formal contract amendment. Estimated total cost of bus passes: Calculated as follows: thirtyone (31) days bus pass at a cost of \$0.00 per pass X 0 units X 0 months.



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

Expense Category

G. OFFICE EXPENSES

1. Utilities

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					-

Utilities Estimated Total \$ -

Currently, Broward College and/or Coral Springs Charter School (CSCS) provide telephone services at no cost to Project RENEW at the location of service. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.

2. Telephone

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Cellphone Stipend	\$ 80.00	6	12	100%	5,760.00

Telephone Estimated Total \$ 5,760

Cellphone stipend is given to all full time employees who are working remotely, in office and at numerous campuses to be accessible to clients to complete registrations and proctor CASAS exams.

3. Postage/Shipping

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 16.00	1	1	100%	16.00

Postage/Shipping Estimated Total \$ 16

Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.

4. Copies/Printing

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Business Cards	\$ 24.00	3	1	100%	72.00
Copying charges	\$ 0.10	500	10	100%	500.00

Copies/Printing Estimated Total \$ 572

Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$572.

5. Office Supplies

Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 100.00	1	12	100%	\$ 1,200.00

*** Rounded to the nearest dollar Office Supplies Total \$ 1,200**

Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$100.00 per month X 12 months.

6. Janitorial Supplies

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Janitorial supplies	\$ -	1	5	100%	-

Janitorial Supplies Estimated Total \$ -

Where classes are held at locations other than Broward College campuses, such as is currently done at the Coral Springs Charter School in Coral Springs, FL, janitorial supplies are occasionally needed. Janitorial supplies may include, but are not limited to, paper towels, cleaning supplies, hand soap, hand sanitizer, and toilet paper.

7. Building/Maintenance

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Building Maintenance	\$ -	0	0	100%	-

Building Maintenance/Repair Estimated Total \$ -

Currently, all the locations at which Project RENEW offers services are fully maintained by Broward College and/or the institutions at which services are provided at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with building maintenance.

8. Equipment Repair

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 1,000.00	1	1	100%	1,000.00

\$ 3.00 \$ 1,000

NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.

9. Office Equipment

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Other office equipment				100%	-
Office furniture				100%	-

Office Equipment Estimated Total \$ -

NARRATIVE: Office equipment may include but is not limited to laptops, computers, computer monitors, printer, scanners, fax machine, office furniture, filing cabinets and other furnishings and equipment that may be required for normal operations.

TOTAL ESTIMATED OFFICE EXPENSES COST \$ 8,548



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

Expense Category (continued)

H. RENTAL OF USE OF SPACE					
Address of Rental or Use of Space	Estimated Price per Square Foot/Unit	Estimated # of Days	Estimated # of Months	% to Project	Total
Coral Springs Charter School (CSCS)	\$ -	-	0	100%	\$ -
Broward College classrooms and administrative space	\$ -	-	0	100%	\$ -
Classroom and/or administrative space	\$ -	-	0	100%	\$ -
Rental or Use of Space Estimated Total					\$ -

Rental expenses include rent or lease on properties necessary for the delivery of the contracted services. Rent or lease expenses on buildings or other rental costs are incurred to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area, alternatives available; and the type, condition and value of the property leased. Costs may include the cost of alterations of such leased property, provided such alterations are necessary for the performance of the contract, and of reasonable restoration required by the provisions of the lease and are not included in the rental agreement. Broward College is currently providing several administrative offices and the use of classroom space on various campuses at no charge to Project RENEW. However, to properly deliver contracted services, Project RENEW may incur rental expenses at Coral Springs Charter School (CSCS) and any other Broward College-approved location.

I. RENTAL EQUIPMENT					
Rental Equipment	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Office Equipment	\$ -		10	100%	\$ -
Classroom Equipment	\$ -		10	100%	\$ -
Rental Equipment Estimated Total					\$ -

Rental equipment may be necessary for the delivery of contracted services. Such equipment may include, but is not limited to, furniture, fixtures, multimedia devices/programs and speech/language instruction software.

J. INSURANCE					
Insurance Type	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
					\$ -
Insurance Estimated Total					\$ -
N/A					

K. ADVERTISING/OUTREACH					
Advertising Expense Item	Estimated Unit Cost	# of Units/ Months	% to Project	Total	
Broadcast media		12	100%	\$ -	
Newspaper	\$ -	12	100%	\$ -	
Printed material		1	100%	\$ -	
Advertising/Outreach Estimated Total					\$ -

Advertising/Outreach costs are incurred to increase awareness of the program and the services offered by the program to the refugee/asylee population in Broward County. Broadcast media may include, but is not limited to, radio and television. Printed material may include, but is not limited to, brochures, postcards, posters and other promotional materials that may be printed and used in advertising/outreach services.

L. MEMBERSHIP FEES & SUBSCRIPTIONS					
Membership/Subscription	Estimated Unit Cost	# of Units	# of Months	% to Project	Total
Membership to professional organizations	\$ 300.00	1	0	100%	\$ 300.00
Membership to educational/academic organizations	\$ -	0	0	100%	\$ -
Total					\$ 300

Membership fees and subscriptions costs include, but are not limited to, the costs associated with participating and/or becoming members of local, state, and national professional and academic organizations necessary to obtain information about innovative ideas and effective strategies on how to best provide the contracted services to the refugee/asylee population.

M. CLIENT EDUCATIONAL AND TRAINING TOOLS					
Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors/Proctors' Wages	\$ 25.00	620	10	100%	\$ 155,000.00
ELI - Educational Material	\$ 40.00	500	3	100%	\$ 60,000.00
ELI - Vouchers	\$ 70.00	1	1	100%	\$ 70.00
Student Loaner Laptops	\$ 700.00	1	1	100%	\$ 700.00
*Rounded to the nearest dollar Client Education and Training Tools Estimated Total					\$ 215,770

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC Ids. The proposed budget will cover the following items: ELI instructors and CASAS proctors wages at an estimated cost of \$155,000.00; educational materials, which include textbooks or total estimated cost = \$60,000.00, laptops for students participation in online classes total estimated cost of \$700.00, and ELI vouchers estimated cost = \$70.



AMENDMENT # 0007

Contract # XK060BC

REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

N. FIXED PRICE SERVICES (if applicable)			
Service	Est. # of Units	Fixed Rate	Total
			\$ -
Fixed Price Services Estimated Total			\$ -
NARRATIVE: N/A			

O. INFORMATION RESOURCE TECHNOLOGY					
IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 41.76	7	3	100%	\$ 876.96
Computer/laptop maintenance	\$ -	0	0	0%	\$ -
IRT Estimated Total					\$ 877
Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, access to the Florida Department of Management Services (DMS).					

P. SUBCONTRACTED SERVICES					
Subcontracted Services	Est. Unit Cost	Est. # of Months/Units	% to Project	Total	
Administrative services	\$ -	0	0%	\$ -	
Subcontracted Services Estimated Total					\$ -
Project RENEW does not currently subcontract any administrative services, as all administrative services are handled in house or provided by Broward College at no cost to the program. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.					

Q. SUBCONTRACTED CLIENT SERVICES					
Client Services	Est. Unit Cost	Est. # of Months/Units	% to Project	Total	
Client Services	\$ -	0	100%	\$ -	
Client Services Estimated Total					\$ -
Project RENEW does not currently subcontract any client services. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.					

R. FINANCIAL AUDIT					
Financial Audit	Est. Unit Cost	Est. # of Months/Units	% to Project	Total	
Financial Audit	\$ -	0	0%	\$ -	
Financial Audit Estimated Total					\$ -
Anticipated expenditures to perform an independent financial audit performed by a licensed audit firm under chapter 473, S.S. Broward College financial audits are conducted by the State of Florida Auditor General.					

S. OPERATING CAPITAL OUTLAY (OCO >\$1,000.00)					
					Total
					\$ -
OCO Estimated Total					\$ -
NARRATIVE:					

T. INDIRECT COSTS					
Indirect Cost Rate					Total
Indirect Cost Rate			5%		\$ 34,429
Indirect Costs Total (less OCO)					\$ 34,429
Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2022-23.					

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)					
					Total
Computers/ Laptops computers					\$ -
Printers					\$ -
IRT (non-recurring) Estimated Total					\$ -
NARRATIVE: Although no budget amount is allocated to Equipment (Non-OCO) at this time, the line item is for anticipated expenditures for durable goods include, but are not limited to, computers/laptops, printers, software and other multimedia devices to be used for administrative purposes.					

TOTAL BUDGET AMOUNT					\$ 723,010
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AMENDMENT # 0007

Contract # XK060BC

REVISED EXHIBIT F3- SERVICE UNIT RATE TABLE

SERVICE UNIT RATE TABLE (October 1, 2022-September 30, 2025)	
Comprehensive Refugee Services Unit Type	
Adult Education	Unit Cost
Registration	\$40.00
Pre-Test/Post-Test	\$0.00
Voucher Cost and Administration	\$70.00
Monthly Client Guidance and Retention Activities	\$40.00
Refugee-Specific Class Enrollment	\$ 255.00
Literacy Completion Point (LCP) and/or Pass Payment	\$0.00
Refugee Specific Instructional Hours	\$40.00



Effective October 1, 2022, this amends the above referenced Contract as follows:

1. Number 2 was last addressed in Amendment 0005.
2. In 1.1., \$2,030,077.00 is replaced by \$2,174,077.00.
3. **EXHIBIT A – SPECIAL PROVISIONS** through **ATTACHMENT 3** is replaced by the attached **EXHIBIT A – SPECIAL PROVISIONS** through **ATTACHMENT 3**.
4. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA.

CHURCH WORLD SERVICE, INC.

SIGNED BY:  _____

SIGNED BY:  _____

NAME: Dr. Mildred Coyne

NAME: Oscar Rivera

TITLE: Senior Vice President, Workforce Education and Innovation

TITLE: Regional Director, Southeast

DATE: 2/25/2023

DATE: 02/27/2023



EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Standard Contract, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. Programmatic definitions are found in **EXHIBIT A1**.

A-2. STATEMENT OF WORK

NA

A-3. PAYMENT, INVOICE AND RELATED TERMS

NA

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**A-4.1. Compliance with Statutes, Rules, and Regulations**

A-4.1.1. In addition to the laws set out in the Standard Contract under Section 4.1., the Provider agrees to comply with the following laws, regulations, and any amendments or additions to these laws and regulations:

- A-4.1.1.1.** 45 CFR Part 400 - HHS Refugee Resettlement Program
- A-4.1.1.2.** 45 CFR Part 401 - Cuban/Haitian Entrant Program
- A-4.1.1.3.** 45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments
- A-4.1.1.4.** 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122; A-133 -- see, 78 FR 78590-01 (Dec. 26, 2013))
- A-4.1.1.5.** 48 CFR, Chapter 1, Subpart 31.7., Federal Acquisition Regulations for Non-Profit Organizations
- A-4.1.1.6.** Rules 69I-40 and 69I-42, F.A.C., (Bureau of Auditing and Travel Expenses)
- A-4.1.1.7.** CFOP 40-1 - DCF Travel Rules and Regulations
- A-4.1.1.8.** CFOP 75-8 - DCF Policies and Procedures of Contract Oversight
- A-4.1.1.9.** CFOP 80-2 - DCF Property Management Rules and Regulations
- A-4.1.1.10.** Rule 65-29.001, F.A.C., Financial Penalties for a Provider's Failure to Comply with a Requirement for Corrective Action
- A-4.1.1.11.** The Victims of Trafficking and Violence Protection Act of 2000
- A-4.1.1.12.** The Trafficking Victims Protection Reauthorization Act of 2003, 2005, 2008, 2013, and [2019](#)
- A-4.1.1.13.** Immigration and Nationality Act, 8 U.S.C. 1101 et seq.
- A-4.1.1.14.** Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193, 110 Stat. 2105
- A-4.1.1.15.** Intergovernmental Cooperation Act, 31 U.S.C. 6501 et seq.
- A-4.1.1.16.** Public Information Act, 5 U.S.C. 552

A-4.2. Outreach Materials. Notwithstanding Section 4.11, all outreach materials, including flyers, advertisements, public service announcement scripts, etc., prepared with Refugee Services (RS) grant funds must include a statement acknowledging that the project is sponsored by the State of Florida, Department of Children and Families, RS, with grants from the U.S. Department of Health and Human Services, Office of Refugee Resettlement (ORR). The Provider shall submit all materials to the Contract Compliance Coordinator (CCC) for review and approval 45 calendar days prior to publication and dissemination.

A-5. RECORDS, AUDITS AND DATA SECURITY

NA

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION**A-6.1. Section 6.3 of the Standard Contract, is hereby amended to read:****6.3. Dispute Resolution**

It is desired that the Provider and CWS 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 Florida Department of Children and Families', hereinafter referred to as "the Department", Secretary who will work with parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Both parties agree the venue for any court action shall be Miami Dade County, Florida.

A-7. OTHER TERMS

NA

A-8. FEDERAL FUNDS APPLICABILITY

NA

A-9. CLIENT SERVICES APPLICABILITY**A-9.1. Section 9.1. is amended to read:****9.1. Client Risk Prevention**

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 to the CCC and to the hotline noted below. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees, and any subcontracts and their employees performing work under this Contract.

A-9.2. Confidential Client and Other Information

- A-9.2.1.** 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.
- A-9.2.2.** 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.
- A-9.2.3.** 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.
- A-9.2.4.** 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.
- A-9.2.5.** The Provider shall not disclose any information acquired from SAVE/VIS to any other person or entity without the prior written consent of CWS, RS, DCF-ESS Florida and/or DHS. Prior written consent from CWS, RS,

DCF-ESS 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**.

A-9.3. Fees and Donations

No fees shall be imposed by the Provider to clients served under this Contract, other than those set by CWS and/or 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 CCC 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.

A-9.4. Property

EXHIBIT A2 applies to all property transferred by CWS and/or the Department to the Provider and any property purchased by the Provider with funds provided by this Contract. 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 one (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.

A-9.5. Information Technology Resources (ITR)

The Provider must receive written approval from the CCC prior to purchasing any ITR with Contract funds. The Provider will not be reimbursed for any ITR purchases made prior to obtaining the CCC's written approval.

EXHIBIT A1 – PROGRAMMATIC DEFINITIONS

A1-1. Refugee Services Programmatic Acronyms

- A1-1.1. **ABE** – Adult Basic Education
- A1-1.2. **AGE** – Adult General Education
- A1-1.3. **AE** – Adult Education
- A1-1.4. **ARSI** – Afghan Refugee School Impact
- A1-1.5. **ASOR** – Afghan Services to Older Refugees
- A1-1.6. **AYM** – Afghan Youth Mentoring
- A1-1.7. **CASAS** – Comprehensive Adult Student Assessment Systems
- A1-1.8. **CET** – Client Education and Training
- A1-1.9. **CL** – Career Laddering
- A1-1.10. **CRS** – Comprehensive Refugee Services
- A1-1.11. **DCF** – Florida Department of Children and Families
- A1-1.12. **DFS** – Florida Department of Financial Services
- A1-1.13. **DHS** – Department of Homeland Security
- A1-1.14. **DOE** – Florida Department of Education
- A1-1.15. **DOJ** – Department of Justice
- A1-1.16. **DOS** – Department of State
- A1-1.17. **ELI** – English Language Instruction
- A1-1.18. **ELCATE** – English Literacy for Career and Technical Education
- A1-1.19. **ESOL** – English for Speakers of Other Languages
- A1-1.20. **ESOLAS** – Adult ESOL Academic Skills
- A1-1.21. **ESS** – DCF's Office of Economic Self-Sufficiency
- A1-1.22. **F.A.C.** – Florida Administrative Code
- A1-1.23. **FAQ** – Frequently Asked Questions
- A1-1.24. **FFY** – Federal Fiscal Year
- A1-1.25. **FSSP** – Family Self Sufficiency Plan
- A1-1.26. **GED** – General Education Development
- A1-1.27. **HHS** – Department of Health and Human Services
- A1-1.28. **LCP** – Literacy Completion Point
- A1-1.29. **LEA** – Local Education Agency
- A1-1.30. **LEP** – Limited English Proficiency
- A1-1.31. **LPR** – Lawful Permanent Resident
- A1-1.32. **MG** – Matching Grant
- A1-1.33. **OAW** – Operation Allies Welcome

- A1-1.34. OCP** – Occupational Completion Point
- A1-1.35. OJT** – On-the-Job Training
- A1-1.36. OLAP** – Office of Legal Access Programs
- A1-1.37. ORR** – U.S. Department of Health and Human Services, Office of Refugee Resettlement
- A1-1.38. PHI** – Protected Health Information
- A1-1.39. QMP** – Quality Management Plan
- A1-1.40. R&P** – Resettlement and Placement
- A1-1.41. RCA** – Refugee Cash Assistance
- A1-1.42. RFE** – Request for Evidence
- A1-1.43. RHP** – Refugee Health Promotion
- A1-1.44. ReMHI** – Refugee Mental Health Initiative
- A1-1.45. RS** – State of Florida, Department of Children and Families, Refugee Services Program
- A1-1.46. RSDS** – Refugee Services Data System
- A1-1.47. SEA** – State Education Agency
- A1-1.48. SSI** – Supplemental Security Income
- A1-1.49. STT** – Short term training
- A1-1.50. TANF** – Temporary Assistance to Needy Families
- A1-1.51. USCIS** – United States Citizenship and Immigration Services
- A1-1.52. VOT** – Certified Victim of a Severe Form of Human Trafficking
- A1-1.53. WRS** – Workplace Readiness Skills
- A1-1.54. WT** – Welfare Transition
- A1-1.55. YDP** – Youth Development Plan

A1-2. Refugee Services Programmatic Definitions

A1-2.1. Assessments.

A1-2.1.1. Education and Training Standardized Assessment Instrument. A valid and reliable testing instrument that is administered, scored, and interpreted in a standard manner to determine initial placement and subsequent educational or program gains of clients.

A1-2.1.1.1. For English language courses, the standardized assessment instruments to document progress, representing the attainment of Literacy Completion Points, shall be in accordance with Rules 6A-6.014 and 6A-10.040, F.A.C., and other assessment memoranda, Assessment Technical Assistance Papers, and FAQs distributed by the DOE and any subsequent revisions thereto. In the event that a DOE issued document supersedes F.A.C., providers shall comply with the superseding DOE issued document.

A1-2.1.1.2. For vocational training, the assessment instruments must reflect achievement of the required competencies of the curriculum frameworks in the areas in which the instruction is focused.

A1-2.1.2. Refugee Services (RS) Assessment. A tool used to determine a client's service needs at various points in their resettlement process that may also qualify the client for a certain level of case management services.

A1-2.2. Benchmarks. Measureable and verifiable progression points towards meeting an established goal.

- A1-2.3. Case Coordination.** The coordination of services in response to a client's needs as identified through each client's comprehensive assessment(s) that are aimed at identifying the client's barriers to effective resettlement.
- A1-2.4. Client.** An eligible individual for whom services are provided by the contracted service provider. Clients may fall into one of the following categories:
- A1-2.4.1. Resettled Client.** A client who was recently resettled in the service area by one of the DOS-sponsored R&P agencies, and is currently engaged in R&P, or MG.
- A1-2.4.2. Walk-in Client.** A client who has migrated or relocated to Broward County, FL, and has never received services through a current or expired RS-funded Contract in the service area. Clients who have received RS-funded services in other service areas and who relocate or migrate to Broward County, FL are considered walk-in clients.
- A1-2.4.3. Returning Client.** A former client who received services through a current or expired RS-funded Contract in the service area of this Contract, and is returning for additional services through the CRS program.
- A1-2.5. Follow-up.** The activity of contacting clients to assess their progress towards meeting the goals necessary to attain economic self sufficiency.
- A1-2.6. Housing Assistance.** Emergency/Short-term, Long-Term or Transitional housing assistance for eligible clients including but not limited to costs of rental application fees, security deposits/payments, arrearages, rent and mortgage payments for an individual or family who is homeless or on the verge of homelessness. CWS shall utilize the funds as funding of last resort after determining that voluntary agencies, family members, and/or other federal, state or locally funded housing programs cannot be accessed.
- A1-2.7. Intake Date.** The date the client is determined to be eligible for each service deemed appropriate.
- A1-2.8. Matching Grant (MG) Program.** An ORR-funded alternative program to public assistance wherein local voluntary agencies agree to match ORR's grant with cash and in-kind contributions of goods and services from the community. The program's goal is to facilitate self-sufficiency within four months of the date of eligibility by providing services such as case management, employment, provision of food or food subsidies, suitable housing, and transportation assistance for the first 120 calendar days. Enrollment must be completed within 31 calendar days of eligibility for the program.
- A1-2.9. Original Signature.** For the purpose of this Contract, an acceptable "original signature" is defined as the signature of the authorized signatory using pen and ink; a certified electronic signature; or signed through DocuSign.
- A1-2.10. Refugees/Entrants.** People who are eligible for RS pursuant to 45 CFR 400.43 and who are in need of the services outlined in this contract. Refugees/Entrants, as used in this Contract include those listed below or other eligible populations as outlined in ORR policy letters:
- A1-2.10.1.** Refugees of all nationalities;
- A1-2.10.2.** Cuban/Haitian Entrants, including Parolees and Asylum Applicants;
- A1-2.10.3.** Asylees of all nationalities;
- A1-2.10.4.** Amerasians;
- A1-2.10.5.** VOTs;
- A1-2.10.6.** LPRs who adjusted from prior refugee, entrant, or asylee status; and
- A1-2.10.7.** Special immigrants of Iraqi or Afghan nationality, including
- A1-2.10.7.1.** Afghan individuals with Special Immigrant SQ/SI Parole;
- A1-2.10.7.2.** Afghan individuals with Special Immigrant (SI) Conditional Permanent Residence;
- A1-2.10.7.3.** Afghan humanitarian parolees (AHP) admitted to the United States on or after July 31, 2021 until December 16, 2022 (or other date as determined by ORR), due to urgent humanitarian reasons or significant health benefit. The term "Afghan Humanitarian Parolee" describes all Afghan nationals (including unaccompanied minors) paroled by DHS on or after July 31, 2021 until

December 16, 2022 (or other date as determined by ORR), who ORR is authorized to serve under the Afghanistan Supplemental Appropriations Act. 2022.

A1-2.10.8. Ukrainian populations and other non-Ukrainian individuals displaced from Ukraine including:

- A1-2.10.8.1.** Citizens or nationals of Ukraine who the Department of Homeland Security (DHS) has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit, known as Ukrainian Humanitarian Parolees (UHPs).
- A1-2.10.8.2.** Non-Ukrainian individuals who last habitually resided in Ukraine, who DHS has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit.
- A1-2.10.8.3.** A spouse or child of an individual described in A1-2.10.8.1. or A1-2.10.8.2. who is paroled into the United States after September 30, 2023.
- A1-2.10.8.4.** A parent, legal guardian, or primary caregiver of an unaccompanied refugee minor or an unaccompanied child described in section. A1-2.10.8.1 or. A1-2.10.8.2 who is paroled into the United States after September 30, 2023.

A1-2.11. Service Area. For the purpose of this Contract the service area refers to Broward County, FL.

A1-2.12. Non-Employable Entrants. Cuban/Haitian Entrants who have been issued the (DHS) Form I-862 (Notice to Appear, or NTA) or the DHS Form I-220a (Release on Own Recognizance) only, or any other documentation placing them into removal proceedings only and who have not been granted parole.

A1-2.13. Family Self Sufficiency Plan. A plan that addresses the employment-related service needs of each employable member in a family unit for the purpose of enabling the family to achieve economic self sufficiency through the employment of one or more family members consistent with the provisions in 45 CFR 400.71.

A1-2.14. Employability Plan. An individualized plan that outlines strategic, individualized short and long term goals, towards an employment track with specific steps to achieve the agreed upon career goals. Each step includes job targets and professional growth objectives detailing planned education, training and credentialing necessary for the next step on the individual's CL plan.

A1-3. Program Service Specific Definitions. Program service specific definitions used in this document are defined in the RS Glossary which is incorporated herein by reference and maintained in the CCC's file. Program service specific definitions not included in the above referenced glossary are defined below. In the event of a conflict between the definitions in the glossary and the Contract, the Contract document shall take precedence over the RS Glossary.

A1-3.1. Adult Education Services Definitions

- A1-3.1.1. ABE.** Defined by DOE as courses designed to improve the employability of an individual through instruction in reading, mathematics, language, and workplace readiness skills.
- A1-3.1.2. Attendance Unit.** A client that attends one or more classroom sessions for any course in a billing cycle. Clients who attend more than one course will be counted for each course in a billing cycle.
- A1-3.1.3. Clients Enrolled.** The unduplicated number of eligible clients enrolled in any course/program at any time during a reporting period.
- A1-3.1.4. Completion.** Clients are able, according to DOE standards, to take the related standardized test (such as the CASAS test) and the results (including course end date and reason) have been entered in the RSDS.
- A1-3.1.5. Completion Point(s).** Point(s) attained representing OCPs or LCPs or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks and frameworks.
- A1-3.1.6. Coordinated Academic Training.** Course offerings in AGE instructional courses such as:
 - A1-3.1.6.1.** ABE courses;

- A1-3.1.6.2.** GED preparation courses, defined by DOE as courses designed to help individuals attain American or high school level academic skills; or
- A1-3.1.6.3.** Citizenship Preparation courses, defined as a non-academic course offered to clients in preparation for the naturalization test required for U.S. Citizenship, including, but not limited to, U.S. civics, history, government, citizens' rights and responsibilities, the Declaration of Independence, and the U.S. Constitution.
- A1-3.1.7. Documented Progress.** Successful completion of program standards, benchmarks and frameworks, using standardized assessment instruments, sufficient to obtain successful completion of an LCP signifying progression to the next level of instruction for AE courses.
- A1-3.1.8. ELI.** Instruction in the English language to limited English proficient students. Such instruction shall be designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible.
- A1-3.1.8.1. Lower Level ELI Courses.** For purposes of this Contract, courses (levels 100-400) include: Literacy A, Literacy B, Literacy C, Foundations, Low Beginning, and High Beginning.
- A1-3.1.8.2. Upper Level ELI Courses.** For purposes of this Contract, courses (levels 500-800) include: Low Intermediate, High Intermediate, Advanced, and ESOLAS.
- A1-3.1.9. ELI Tuition Voucher.** A certificate of funding by the Provider to a client to be used to fund a client's enrollment costs in an appropriate ELI course provided by an accredited public school.
- A1-3.1.10. ESOL.** Defined by DOE as courses designed to help individuals of limited English proficiency achieve competence in the English language.
- A1-3.1.11. ESOLAS.** Defined by DOE as a course (one level) with an emphasis on academic proficiency in listening and speaking, with added emphasis on reading and writing.
- A1-3.1.12. Instructional Hours.** The hours that teachers or instructors actually spend in the classroom teaching clients course material.
- A1-3.1.13. Intake.** The process in which the Provider completes the eligibility determination, initial data collection and Client Release of Information Form for new clients or returning clients who have not participated in services provided under this Contract for 12 consecutive months who intend to enroll in courses provided under this Contract.
- A1-3.1.14. Term.** A period of time as determined by the Provider that sets the beginning and end date for each session of the school year.
- A1-3.1.15. Tuition.** A DOE determined fee for a program or course of study that is offered by an accredited vocational center, located within Broward County, Florida RS pre-approved fee for an RS pre-approved program or course of study, for those programs or courses of study which do not fall under the DOE fee schedule or framework, that is offered by an accredited vocational center located within Broward County, Florida.
- A1-3.1.16. WRS.** Defined by DOE as courses to improve English language skills to maintain employment and/or enhance career opportunities within the company and are held at the worksite in a location provided by the employer.

EXHIBIT A2 – PROPERTY

- A2-1.** 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.
- A2-2.** 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 CCC. 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, CWS 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.
- A2-3.** 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 CWS 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 CWS whether new purchases have been made or not.
- A2-4.** 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.
- A2-5.** The CCC 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 CCC's approval. The Provider shall furnish a closeout inventory no later than 30 calendar 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.
- A2-6.** 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 CWS and shall be used in place of the original acquisition cost.
- A2-7.** Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract shall be vested in CWS 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 CWS the replacement cost of any property inventoried and not transferred to CWS upon completion or termination of this Contract. When property transfers from the Provider to CWS, the Provider shall be responsible for paying for the title transfer.
- A2-8.** 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.

A2-9. The Provider hereby agrees to indemnify CWS 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.

A2-10. A formal Contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

EXHIBIT B – SCOPE OF WORK

- B-1. SCOPE OF SERVICE.** Under the terms of this Contract, CRS are to be provided only to eligible refugees/entrants who reside in **Broward** County, Florida. Refugees/Entrants residing in counties where no RS-funded CRS program exists may be served, with prior written approval from the CCC. The Provider represents and warrants that they will only provide CRS to the refugee/entrants, as defined in **Section A1-2.10.** and will verify eligibility of such refugee/entrants in accordance with **Section C-1.8.**
- B-2. MAJOR CONTRACT GOALS.** The purpose of the CRS Program is to assist refugee/entrant families in achieving self-sufficiency, effective resettlement, and successful integration into the local community.

B-3. SERVICE AREA/LOCATIONS/TIMES.

B-3.1. Services Delivery Location. Under the terms of this Contract, the Provider shall provide services at the following locations:

B-3.1.1. Service Delivery Locations:

Service Delivery Locations	
Broward College North Campus 1000 Coconut Creek Blvd Coconut Creek, FL 33066	Broward College Central Campus 3501 SW David Road Davie, FL 33314
Broward College South Campus 7200 Pines Blvd Pembroke Pines, FL 33024	Broward College Pines Center 16957 Sheridan Street Pembroke Pines, FL 33331

The Provider may provide services at various locations, apart from those listed above, throughout **Broward** County, Florida.

B-3.2. Service Times.

B-3.2.1. Services shall be provided during days and hours that will encourage clients' participation in adult education services. Because many clients can be better served with extended hours, the Provider is encouraged to offer evening and weekend service times.

B-3.2.2. Any changes in service times and any additional holidays that the Provider wants to observe shall be reviewed and approved in writing by the CCC.

B-3.3. Changes in Location. The Provider shall request approval from the CCC, in writing, a minimum of 45 calendar days prior to making a change, addition, or deletion in service location.

B-4. CLIENTS TO BE SERVED. Refugees/Entrants seeking adult education services.

B-5. CLIENT ELIGIBILITY. Eligible refugees/entrants who have a date of eligibility for less than 60 months. Under 45 CFR § 400.152, clients with a date of eligibility more than 60 months prior to the date of service may be provided citizenship and naturalization preparation services, referrals, and/or interpreter services. A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required in each client case file.

B-6. 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 and/or CWS. CWS has final authority on client eligibility.

B-7. GRANT SERVICE PRIORITIES. This Contract may be funded by any of the grants listed below. A Post Award Notice, provided by the CCC, will specify the grant(s) applicable to this Contract.

B-7.1. Refugee Support Services/Social Services Grant and Refugee Support Services COVID-19 Supplemental Allocation. The following priorities apply:

- B-7.1.1. First Priority.** All newly arriving refugees/entrants during their first (1st) year in the U.S. who apply for services;
- B-7.1.2. Second Priority.** Refugees/entrants who are receiving cash assistance;
- B-7.1.3. Third Priority.** Unemployed refugees/entrants who are not receiving cash assistance; and
- B-7.1.4. Fourth Priority.** Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.

B-7.2. Refugee School Impact Grant Set-Aside, Refugee Support Services/Social Services Grant funds can be used to serve youth clients seeking the Academic Services Pathway. The following priorities apply:

- B-7.2.1. First Priority.** Youth clients who have been in the U.S. for less than 12 months or within twelve 12 months of their date of asylum or applicable eligibility date;
- B-7.2.2. Second Priority.** Youth clients who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
- B-7.2.3. Third Priority.** Youth clients whose date of eligibility in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with written approval of the CCC.

B-7.3. Services to Older Refugees Set-Aside, Refugee Support Services/Social Services Grant funds can be used to serve older refugees/entrants (over the age of 60 years old). The following priorities apply:

- B-7.3.1. First Priority.** All newly arriving older refugees/entrants during their first year of service eligibility who apply for services;
- B-7.3.2. Second Priority.** Older refugees/entrants who have lost, or are at risk of losing, SSI and/or other federal benefits; and
- B-7.3.3. Third Priority.** Older refugees/entrants with the greatest relative risk of nursing home placement.

B-7.4. Refugee Mentoring Set-Aside, Refugee Support Services Grant funds can be used to serve refugees/entrants between the ages of 15 and 24 seeking Mentoring Services. The following priorities apply:

- B-7.4.1. First Priority.** Refugees/ Entrants who have been in the U.S. for less than 12 months or within 12 months of their date of asylum or applicable eligibility date;
- B-7.4.2. Second Priority.** Refugees/Entrants who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
- B-7.4.3. Third Priority.** Clients whose date of eligibility in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with written approval of the CCC.

B-7.5. Refugee Health Promotion (RHP) Set-Aside, Refugee Support Services Grant funds can be used to serve eligible refugees/entrants seeking health promotion services. The following priorities apply:

- B-7.5.1. First Priority.** Refugee/Entrants who have the most persistent, pressing, or underserved health needs;
- B-7.5.2. Second Priority.** All newly arriving refugees/entrants during their first (1st) year in the U.S. who apply for services;
- B-7.5.3. Third Priority.** Refugees/Entrants who are receiving cash assistance;
- B-7.5.4. Fourth Priority.** Unemployed refugees/entrants who are not receiving cash assistance; and
- B-7.5.5. Fifth Priority.** Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.

B-7.6. Afghan Refugee Support Services Supplemental, Refugee Support Services Grant funds can be used to serve eligible Afghan populations as part of Operations Allies Welcome OAW. This funding is intended to provide support for

traditional services provided under RSS base funding, but may also be used, when necessary, for housing (emergency/short-term or long-term), legal assistance, and food assistance. ASA funding is designated to support:

B-7.6.1. Citizens or nationals of Afghanistan paroled (including unaccompanied minors) into the United States under section 212(d)(5) of the Immigration and Nationality Act between July 31, 2021, and December 16, 2022 (or other date as determined by ORR). This group of Afghan Humanitarian Parolees (AHP) is eligible from their eligibility date until March 31, 2023, or until the end of the individual's parole term, whichever is later, unless otherwise amended by law or the individual gains another ORR-eligible category;

B-7.6.2. A spouse or child of any Afghan Humanitarian Parolee described in B-7.6.1, who is paroled into the United States after December 16, 2022 (or other date as determined by ORR). This group is eligible for benefits and services from their eligibility date until March 31, 2023, or the end of the individual's parole term, whichever is later, unless otherwise amended by law or the individual gains another ORR-eligible category or status;

B-7.6.3. A parent or legal guardian of any individual described above in B-7.6.1, who is determined to be an unaccompanied child as defined by 6 U.S.C. § 279(g)(2), who is paroled into the United States after December 16, 2022 (or other date as determined by ORR). This group is eligible for benefits and services from their eligibility date until March 31, 2023, or the end of the individual's parole term, whichever is later, unless otherwise amended by law or the individual gains another ORR-eligible category or status;

B-7.6.4. Citizens and nationals of Afghanistan for whom refugee and entrant assistance activities are authorized (e.g., Special Immigrant Visa holders, Special Immigrants with Conditional Permanent Resident status, SQ/SI parolees, refugees, asylees), whose eligibility date is on or after July 31, 2021. This group is eligible for benefits and services for the traditional ORR eligibility timeframe defined under 45 CFR part 400;

The eligibility date of ASA-eligible populations is October 1, 2021 (if the individual has already entered the community between July 31, 2021, and September 30, 2021) or their date of entry into the community.

- B-7.7. Afghan Services to Older Refugees (ASOR) Supplement, Refugee Support Services (RSS) Services to Older Refugees (SOR) Set-Aside** funds can be used to serve older refugees/entrants (over the age of 60 years old) who meet the eligibility criteria in **B-7.6.1.**, **B-7.6.2.**, **B-7.6.3.** or **B-7.6.4.** Priorities for services can be found in **B-7.3.**
- B-7.8. Afghan Refugee School Impact (ARSI): Support to Schools Initiative (S2S), Refugee Support Services (RSS), Refugee School Impact (RSI) Set-Aside** funds must be, if possible, directed to either a state education agency (SEA) or local education agency (LEA) to serve eligible school age children (Pre-Kindergarten through eighteen years old) and their parents who meet the eligibility criteria in **B-7.6.1.**, **B-7.6.2.**, **B-7.6.3.** or **B-7.6.4.**
- B-7.9. Afghan Refugee School Impact Supplement (ARSI), Refugee Support Services (RSS), Refugee School Impact (RSI) Set-Aside** funds can be used to serve youth clients seeking the Academic Services Pathway who meet the eligibility criteria in **B-7.6.1**, **B-7.6.2.**, **B-7.6.3.** or **B-7.6.4.** Priorities for services can be found in **B-7.2.**
- B-7.10. Afghan Youth Mentoring Supplement (AYM), Refugee Support Services (RSS), Youth Mentoring (YM) Set-Aside** funds can be used to serve ages 15-24 who meet the eligibility criteria in **B-7.6.1.**, **B-7.6.2.**, **B-7.6.3.** or **B-7.6.4.** Priorities for services can be found in **B-7.4.**
- B-7.11. Afghan Refugee Health Promotion Supplement (ARHP), Refugee Support Services (RSS), Refugee Health Promotion (RHP) Set-Aside** funds can be used to serve those who meet the eligibility criteria in **B-7.6.1.**, **B-7.6.2.**, **B-7.6.3.** or **B-7.6.4.** Priorities for services can be found in **B-7.5.**
- B-7.12. Ukrainian Refugee Support Services Supplement, Refugee Support Services (RSS) Grant** funds can be used to serve eligible Ukrainian and other non-Ukrainian individuals in response to their displacement from Ukraine and entry into the U.S. This funding is intended to provide support for traditional services provided under RSS base funding. Ukrainian funding is designated to support:

B-7.12.1. Citizens or nationals of Ukraine who the Department of Homeland Security (DHS) has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit, known as Ukrainian Humanitarian Parolees (UHPs).

B-7.12.2. Non-Ukrainian individuals who last habitually resided in Ukraine, who DHS has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit.

B-7.12.3. A spouse or child of an individual described in section **B-7.12.1.** or **B-7.12.2.** who is paroled into the United States after September 30, 2023.

B-7.12.4. A parent, legal guardian, or primary caregiver of an unaccompanied refugee minor or an unaccompanied child described in section **B-7.12.1.** or **B-7.12.2.** who is paroled into the United States after September 30, 2023.

B-7.13. Other funding sources and/or future funding sources may also be utilized if administered by CWS.

B-8. EQUIPMENT. The Provider shall list all property/equipment purchased under this Contract on a property/equipment inventory list (**EXHIBIT C2 – INVENTORY REPORT**). The inventory report shall include a description and location of the property. A copy of the inventory list is to be maintained in the CCC's file.

B-9. CONTRACT LIMITS.

B-9.1. 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.

B-9.2. Funds for this Contract are administered under the terms of the grant(s) funding this Contract and 45 CFR Parts 400 and 401 and are subject to all grant and Federal regulatory requirements. Due to the unpredictability of refugee arrival patterns, Federal grant requirements, and grant award amounts, CWS reserves the right to add funding to meet additional scope of services and tasks or decrease Contract value if needs change or federal grant amounts decrease.

B-9.3. Non-Employable Entrants cannot receive employability services with the exception of ESOL, [unless otherwise approved by the Office of Refugee Resettlement \(ORR\)](#).

B-9.4. Funds awarded under this Contract may not be used to supplant DOE general revenue funds or any other federal funds awarded to the Provider.

B-9.5. By entering into this Contract, the Provider or any subcontractor providing Adult Education Services represents that it is not also receiving State funds or charging DOE for the same goods and services funded under this Contract. The Provider has a duty to maintain clear records that distinguish its receipt of State and Federal funds and prevent duplicative funding. If at any time, Department staff learns and verifies that the Provider was collecting State funds for the goods and services funded under this Contract, the Provider will have an obligation, as part of a Corrective Action Plan, to refund all State monies to DOE or to refund the Department for all such duplicative funding as determined by the Department. The Corrective Action Plan shall also include provisions that repair the administrative or structural elements in the Provider's organization that allowed such duplicative funding to occur.

EXHIBIT C – TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. SERVICE TASKS

- C-1.1. Comprehensive Refugee Services (CRS) Transition Plan.** The Provider shall develop a transition plan from the existing service delivery model to the CRS model to ensure the continuity of services provided to refugees/entrants in the service area. The plan shall include the following components:
- C-1.1.1.** All tasks and subtasks to be performed and a schedule for all deliverables;
 - C-1.1.2.** The timeframe for the transfer of staff (if applicable), equipment, administrative services and functions, and a plan to ensure suitable contracts are in place with those partners that signed a Memoranda of Understanding, or subcontract. The list should be delineated by service;
 - C-1.1.3.** Any additional services or functions required to ensure the seamless transition in service delivery and the Provider's proposed means of implementation, including timeline;
 - C-1.1.4.** Provisions and timetables for informing and educating staff, stakeholders, community partners, and others on issues relating to the transition; and
 - C-1.1.5.** Provisions for the orderly transition and close-out of all Contract documents, transfer of individual records, and case files from the previous refugee Contract.

The Provider shall submit the CRS Transition Plan to the CCC for review and approval by the due date outlined in **EXHIBIT C5 – REPORTING REQUIREMENTS**.

- C-1.2. CRS Plan.** The Provider shall develop and implement a CRS Plan for Broward County, that outlines an integrated service delivery system for clients and promotes refugee engagement in the community. The plan shall include information on how the Provider intends to promote long-term self-sufficiency and social integration of all refugees served under the CRS program. The plan shall also provide a detailed description of the the Provider's proposed methods for serving refugees and entrants over a large geographical area. The plan shall include the Provider's streamlined and detailed processes for outreach, intake, assessment, case coordination, tracking client (case) progress and follow-up, and the delivery of all services. The CRS Plan shall also outline all the linkages, working agreements, and subcontracts the Provider will incorporate into the integrated service delivery system, including how the Provider shall ensure that clients experience a smooth transition of service delivery between any partner organizations. To whatever extent possible, the Provider shall coordinate and establish a streamlined process to only require one RS determination of eligibility per client, by sharing client information and planning among service providers. The Provider shall ensure that care coordination among program specialists and case managers reduces paperwork, processes, and any potentially conflicting goals for the client. The Provider shall submit the CRS Plan to the CCC for review and approval by the due date outlined in **EXHIBIT C5 – REPORTING REQUIREMENTS**. The CRS Plan may be revised without a formal Contract amendment with the written approval of the CCC, prior to the implementation of the revision.

In the CRS Plan, the Provider shall also include a business case for the provision of each proposed service (e.g., adult education, etc.). The business case shall outline the benefits of the Provider's chosen method for delivering each service while examining the cost-effectiveness and feasibility of each method when compared to other possible methods.

- C-1.3. Quality Management Plan (QMP).** The Provider shall implement a QMP for the CRS integrated service delivery system. The Plan shall include the quality assurance and improvement activities to be conducted by the Provider and any subcontracted organizations, the intervals at which they will be conducted, and the types of data which will be collected, analyzed, and reported. The main goal of the QMP shall be to improve long-term outcomes for refugees within Broward County, and the plan shall outline the use of short-term outcomes and outputs to analyze trends and effects. The plan shall also include reporting to CWS on essential performance data and information, as well as any quality improvement activities for each grant reporting period. The Provider shall submit the QMP to the CCC for review and approval by the due date outlined in **EXHIBIT C5 – REPORTING REQUIREMENTS**. The QMP may be revised without a formal Contract amendment with the written approval of the CCC, prior to the implementation of the revision.

- C-1.4. Outreach Services.** The Provider shall ensure that a variety of appropriate outreach activities are designed to familiarize potentially eligible individuals with available contract services, to explain the purpose of these services, and to facilitate access to these services, as well as familiarize clients with available community resources. 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 CCC for review and approval 45 calendar days prior to publication and dissemination.
- C-1.5. Uptake Analysis.** The Provider shall conduct an annual uptake analysis, for prior year arrivals that identifies the number of eligible clients in the county and the number of clients, demographics of unserved adult education clients, and percentage of unserved adult education clients. The uptake analysis shall be submitted to the CCC by the due dates outlined in **EXHIBIT C5 – REPORTING REQUIREMENTS**.
- C-1.6. Client Eligibility Determination.** The Provider shall determine refugee/entrant program eligibility based on the individual's immigration status, date of status, and if applicable, country of origin using original immigration documents provided by the individual. The period of eligibility is calculated from the client's date of eligible status in the U.S. (e.g., date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.). A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required to accurately determine eligibility. Immigration documentation used to determine eligibility may be scanned and uploaded to RSDS. The latest RS Eligibility Determination guide is online at <https://www.myflfamilies.com/service-programs/refugee-services/eligibility-guide.shtml>.
- C-1.7. Income Eligibility Determination.** CWS shall determine income eligibility for legal services, child care services, and clients interested in vocational training. The income eligibility determination shall include documentation (signed by the client) in the client's file that the total income calculated for the family does not exceed the **185%** of the federal poverty level income standards. Income eligibility shall be determined at the time of intake and for services occurring after the refugee/entrant has obtained legal permanent resident status. In order to receive child care services, family income must be less than or equal to **185%** of Federal Poverty Level guidelines at initial determination of eligibility and less than or equal to **200%** of Federal Poverty Level guidelines at child care eligibility redetermination.
- C-1.8. Immigration Status Verification.** Providers without lawful access to the SAVE/VIS Program shall clarify client eligibility using the procedures on page 5-2 of the Refugee Program Eligibility Guide for Service Providers. Providers with lawful access to the SAVE/VIS Program shall use the SAVE/VIS Program and shall:
- C-1.8.1.** Obtain a written, signed release from each applicant authorizing the release of the DHS data to DCF-ESS Florida, RS, and the Provider.
- C-1.8.2.** 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-1.8.3.** Provide to CWS names, addresses, and contact information of Provider staff using the SAVE/VIS Program.
- C-1.9. Intake.** Upon determination of client eligibility and income eligibility, CWS 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., date of eligible status (e.g., date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.), current county of residence, date of birth, gender, and, if applicable and if available, Social Security Number and port of entry.
- CWS shall conduct an intake on all eligible clients regardless of employment authorization status; whether or not the clients are receiving public benefits.
- CWS shall obtain clients' signatures on the RS approved intake form attesting to the accuracy of information and the acceptance of services. Forms must be provided to clients in their native language in compliance with the LEP policy.
- C-1.10. 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 **EXHIBIT C3 – CLIENT RELEASE OF INFORMATION FORM** and update the applicable release information in RSDS.

- C-1.10.1.** Social Security Number;
- C-1.10.2.** DHS SAVE/VIS data;
- C-1.10.3.** PHI;
- C-1.10.4.** Financial Information;
- C-1.10.5.** Employment Outcome Disclosures; and/or
- C-1.10.6.** Contact Information Disclosures.

In the event a client refuses to sign the 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 form may be implemented without the need of a formal Contract amendment.

- C-1.11. Refugee Services (RS) Assessment and Referrals.** CWS shall complete an approved in-depth assessment to determine the service delivery needs and provide necessary referrals to CRS and mainstream programs for all eligible refugees/entrants resettling in the area. CWS shall complete a Client Eligibility Determination, and Client Release of Information Form, for all clients who are assessed. The applicable assessment type may vary as follows:
 - C-1.11.1. Initial Refugee Services (RS) Assessment.** For all new clients and their families within their first twelve (12) months of eligibility, including those who have relocated or migrated to the service area, CWS shall complete an approved in-depth face-to-face Initial RS Assessment within 20 calendar days of the CRS intake. This is a required component of the FSSP.
 - C-1.11.2. RS Follow-up Assessment.** Using the approved assessment tool, CWS shall contact the client to complete a follow-up assessment on all clients who received an Initial RS assessment. Follow-up assessment shall be completed at six (6) months and twelve (12) months after the Initial RS Assessment, or at a time period identified by the Department based on Federal reporting requirements. The 12-month assessment may be completed within the month prior or the month of the 12-month RS Assessment follow up due date. This is a required component of the FSSP.
 - C-1.11.3. Returning Client Assessment and Referrals.** For clients who have received RS-funded services in the service area, and are returning for additional services, CWS is not required to complete an Initial RS Assessment and may refer returning clients directly to services as appropriate. However, CWS may choose to complete the RS Assessment for returning vulnerable refugee/entrant clients who have experienced a qualifying event and may be seeking Tiered Case Management services. Returning client assessments are not considered initial assessments and thus do not require RS Follow-ups.
- C-1.12. CRS Orientation.** The Provider may provide CRS orientation services to all eligible clients who have received an intake regardless of employment authorization status. CRS orientation services may include, but are not limited to, information on:
 - C-1.12.1.** Expectations regarding employment and services provided by the employment program, including job development, job referrals;
 - C-1.12.2.** Additional services available through the CRS program, including child care, English language training, vocational training, youth services, and legal services;
 - C-1.12.3.** Information on the importance of health care, health insurance requirements per the Affordable Care Act, availability of health insurance through the health insurance marketplace, and how to access healthcare through the marketplace; and
 - C-1.12.4.** Services that may be available in the community.

C-1.12.5. If the Provider deems it necessary, a more in-depth orientation may be offered to refugees and entrants. Topics may include, but are not limited to, daily living skills, cultural adjustment, public transportation, and money management.

C-1.13. Case Coordination. The Provider shall create an integrated and streamlined case coordination system that provides assessment, planning, and coordination of RS with the overall goal of economic self-sufficiency and social integration. Case coordination shall include referrals to outside agencies and access to assistive services, such as transportation and interpretation, when necessary. Case coordination may also include other activities such as counseling clients on how to identify and address physical and mental health needs. Additional case coordination services may be provided in accordance with CFR 400.154 and 400.155, the Department's State Plan, and the CRS Plan.

The Provider shall ensure clients that require a Family Self-Sufficiency Plan (FSSP) are referred to CWS.

C-1.13.1. Family Self Sufficiency Plan (FSSP). The FSSP is required for clients seeking to receive employability services as described in 45 CFR § 400.154.

CWS shall develop a FSSP within 20 calendar days of intake for anyone who receives employment 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 (1) or more family members. The FSSP is a living document that begins with a comprehensive assessment and is updated throughout the service period. Each plan shall include the following:

C-1.13.1.1. Initial RS Assessment for each individual member in the household, including children, that looks at the strengths/assets and stressors/barriers of each individual.

C-1.13.1.2. Short-term and long-term goals and strategies for overcoming barriers.

C-1.13.1.3. Referral to services to overcome barriers to achieving self-sufficiency.

C-1.13.1.4. RS Follow-up Assessments as outlined in **Section C-1.11.2.**

C-1.13.1.5. A Household Budget. Each budget shall include the following:

C-1.13.1.5.1. A determination of the total amount of income a particular family would have to earn to achieve economic self-sufficiency; and

C-1.13.1.5.2. 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.

C-1.13.1.6. Employability plans as outlined in 45 CFR §400.79, for every employable family member receiving employment services as a part of the above strategy and timetable and as described in the Employability Plan Form developed with the client.

C-1.14. Adult Education (AE) Services. The Provider may develop a method of delivering AE Services to appropriate clients. If the Provider offers AE services these shall include the following minimum components:

C-1.14.1. Pre-Test Standardized Assessment. The Provider shall conduct an evaluation of the client's English language ability and/or educational level using standardized assessment instruments administered as a pre-test and maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. For voucher clients, the Provider is not responsible for conducting an evaluation of the client's English language ability and/or educational level themselves but shall maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. The date of the pre-test assessment cannot precede the client intake date.

C-1.14.2. Enrollments. The Provider shall enroll clients in the appropriate education program based on the client's educational needs. The Provider may provide the following:

- C-1.14.2.1. English Language Enrollment.** The Provider shall enroll clients in the appropriate level of ELI based on the client's performance on standardized assessment instruments. The Provider shall offer ELI enrollments into courses including, but not limited to:
- C-1.14.2.1.1. English for Speakers of Other Languages (ESOL); and**
- C-1.14.2.1.2. English Literacy for Career and Technical Education (ELCATE).**
- C-1.14.2.2. High School Equivalency Diploma Program.**
- C-1.14.2.3. Citizenship Preparation Courses.**
- C-1.14.2.4. ABE Courses.**
- C-1.14.2.5. Vouchers.** The Provider may distribute vouchers to eligible clients for the clients to enroll in appropriate ELI courses.
- C-1.14.3. Refugee-Specific Instructional Services.** If the course offerings in the mainstream classes are not appropriate for the needs of the refugee population in the community, the Provider may provide refugee-specific classes. The Provider shall determine the number of staff and refugee-specific instructional hours necessary for each ELI course. If refugee-specific classes are offered, the Provider shall submit a report by the due dates outlined in **EXHIBIT C5 – REPORTING REQUIREMENTS** to the CCC outlining the following:
- C-1.14.3.1.** Types of ELI Courses that will be offered;
- C-1.14.3.2.** Number of enrolled students in each course;
- C-1.14.3.3.** Number of staff needed to instruct each course;
- C-1.14.3.4.** Total anticipated refugee-specific instructional hours; and
- C-1.14.3.5.** Class Schedule.
- C-1.14.4. Post-Test Standardized Assessment.** The Provider shall assess progression of clients at the completion of each course utilizing standardized assessment instruments. The Provider shall document in the client file and in RSDS the attainment of LCPs, or documented progress, along with applicable post test scores obtained using standardized assessment instruments during the assessments. Post test scores may be used for placement in subsequent educational courses.
- C-1.14.5. Guidance and Retention.** The Provider may deliver guidance and retention services designed to assist the client's progression and retention in the program(s) in which they are enrolled. This may include, but is not limited to, course advising, attendance tracking and guidance, support service needs identification and referrals, follow-up on recommendations and outcomes of testing, and the value of enrollment in at least one (1) or more courses over consecutive terms.
- C-1.15. Additional Services.** The Provider may provide additional services allowed under State and Federal laws and regulations, namely 45 CFR Parts 400.154 and 400.155, or State Grant Awards. Any such service shall be provided as agreed to in the CRS Plan. These services must contribute to the integration and self-sufficiency outcomes of refugees, and may include, but are not limited to translation services, interpreter services, transportation assistance, and emergency client assistance.
- C-1.16. Case Notes.** The Provider shall maintain electronic or hard-copy readable case narrative information, in chronological format, recording critical contact with the client. Information documented should clearly describe status of the services being provided and what is happening with the client including what specific services and/or activities are being performed by the provider to assist the client in achieving the employability plan goals. The Provider shall contact clients on a monthly basis regarding referrals, placements, problem resolution and progress made on the employability plan tasks and goals. Contact shall be documented in the case notes and, at a minimum, shall include:
- C-1.16.1.** The purpose for the client contact(s);
- C-1.16.2.** Client's progress, including any problems identified by the client(s);

- C-1.16.3.** How problems/barriers identified were addressed by the Provider;
 - C-1.16.4.** Detailed information on service activities and planned future activities with dates of service delivery;
 - C-1.16.5.** Referrals to other service providers; and
 - C-1.16.6.** Closing entries that provide a summation of the clients' overall status.
- C-1.17. Transportation.** The Provider may provide transportation assistance to clients when necessary for participation in CRS activities including, but not limited to employability training or the acceptance or retention of employment, adult education participation, limited by the Provider's line-item budget, which identifies vehicle usage to clients and/or fare passes on public transportation systems. If issuing transportation passes, the Provider shall maintain a tracking log and supporting documentation of the purchase and issuance of cards to eligible clients. Delivery of transportation services to clients shall be documented in RSDS.
- C-1.18. Data Security and Access Request Forms.** The Provider shall ensure that its staff whose duties require them to access client information through the RSDS must complete the following annually:
- C-1.18.1.** DCF Security Agreement (form **CF 0114**, which is available from the CCC);
 - C-1.18.2.** DCF Security Awareness Training, as specified in **Section 5.5.2.** of the Standard Contract; and
 - C-1.18.3. EXHIBIT C4 – RSDS SECURITY ACCESS REQUEST FORM.** Any subsequent revisions to the **EXHIBIT C4 – RSDS SECURITY ACCESS REQUEST FORM** may be implemented without the need of a formal Contract amendment.
- C-1.19. Electronic Data.** The Provider shall use the CWS Case Management application and/or RSDS application to submit electronic data with the required data elements as specified in the RSDS Application User Guide or any subsequent revisions to this guide without the requirement of a Contract amendment. The Provider shall submit electronic data via direct entry into RSDS or via batch interface, as required by CWS and/or RS.
- C-1.20. 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:
- C-1.20.1.** Identifies the language(s) likely to be encountered while providing contract services;
 - C-1.20.2.** Estimates the number of eligible people likely to be affected by the need for language interpretation assistance;
 - C-1.20.3.** Establishes an in-house point of contact who is competent to provide language interpretation services or competent to provide document translation assistance for written documents;
 - C-1.20.4.** Identifies a process by which language interpretation services not available on-site shall be provided to LEP persons;
 - C-1.20.5.** 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;
 - C-1.20.6.** 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;
 - C-1.20.7.** Identifies how the service provider shall inform and train staff; and identify the frequency of staff training;
 - C-1.20.8.** 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; and
 - C-1.20.9.** The level and depth of compliance a service provider must meet in order to comply with requirements of Title VI of the Civil Rights Act of 1964 can be determined by using the compliance requirement criteria below. If the refugee/entrant population to be served:

- C-1.20.9.1.** Is 10% of the eligible population or 3,000 (whichever is less), the service provider shall provide translated written documents, including vital documents for the group.
- C-1.20.9.2.** Is 5% of the eligible population or 1,000 (whichever is less), the service provider, at a minimum, shall translate vital documents, while other document translations can be oral.
- C-1.20.9.3.** Is fewer than 100 persons, the service provider is not required to translate written materials but shall 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 LEP plan for compliance to RS within 45 calendar days following the Contract effective date and submit the LEP Policy Questionnaire annually thereafter. Failure to comply with this requirement may place the Provider in Breach of Contract and the Provider may be penalized as provided in **Section 6.1.** of the Standard Contract.

- C-1.21. CRS Quarterly Review.** The Provider shall participate in quarterly meetings with CWS to review Contract performance and discuss the Provider's progression towards meeting Contractual goals. The CRS Quarterly Review agenda may include, but is not limited to, reviewing deliverables, minimums, performance data, costs associated with providing services, arrival and intake data, and any programmatic/administrative concerns. [The dates of the meetings shall be negotiated with CWS and included in the CRS plan.](#)
- C-1.22. Termination of Client Services.** The Provider shall terminate a client's case for the following reasons:
 - C-1.22.1.** Client completion of all objectives and no longer in need of services;
 - C-1.22.2.** Client no longer meets eligibility criteria for the program;
 - C-1.22.3.** Written or verbal notification by the client of withdrawal from the program;
 - C-1.22.4.** Client relocation out of the service area;
 - C-1.22.5.** Non-participation of the client; the client has not participated in service for 30 calendar days or as appropriate for the particular service, as described below;
 - C-1.22.5.1.** For Adult Education Services non-participation is 12 consecutive months;
 - C-1.22.6.** Unsuccessful closure; client participated but objectives not achieved; or
 - C-1.22.7.** Death of the client.
- C-1.23. Client Case File.** For each client served, the Provider shall maintain an electronic or hard-copy case file that includes a detailed chronological account of service delivery including, but not limited to, the following:
 - C-1.23.1.** Eligibility documentation, including a legible copy of the front and back (if applicable) of immigration documentation;
 - C-1.23.2.** Intake information;
 - C-1.23.3.** Client Release of Information Form;
 - C-1.23.4.** Case notes; if applicable, including face-to-face contact, client activities, status in achieving goals, any changes in client or family situation, or any other issues that assist or hinder client progression;
 - C-1.23.5.** Referral information;
 - C-1.23.6.** Termination of client services documentation;
 - C-1.23.7.** Client Assessment(s);
 - C-1.23.8.** AE Services documentation (e.g., information on course enrollment, assessment of English language ability, client progression assessment, course completion, or other activities); and
 - C-1.23.9.** Documentation of additional services provided, such as emergency client assistance, translation and/or interpretation services.

C-1.24. Task Limits.

- C-1.24.1.** The Provider shall not make stipend payments to a client under the terms of this Contract.
- C-1.24.2.** The Provider shall not perform any tasks related to the program, other than those described in this Contract, without the express written consent of CWS.
- C-1.24.3.** 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.
- C-1.24.4.** 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.
- C-1.24.5.** The Provider is prohibited from filing an application to make the person eligible for services under this Contract. A client must already have an eligible immigration status or classification at the point of intake to establish service eligibility.
- C-1.24.6.** No civil litigation/representation against the Federal, State or Local government shall be provided for matters other than immigration and immigration-related issues.
- C-1.24.7.** Expiration of the Contract period does not close services to clients. All pending services not resolved within this Contract term shall be carried over into the next Contract term or referred to another provider.
- C-1.24.8.** Clients are limited to three (3) enrollments in a particular level or course in an attempt to achieve documented progress. If the client is unsuccessful in achieving documented progress in said level or course after three (3) attempts, the Provider shall refer the client to other funding sources/programs that are more suited to meet the client's needs.
- C-1.24.9.** Course offerings under this Contract are limited to those that are within the frameworks developed by the DOE or those approved in writing by the CCC no fewer than 45 calendar days prior to implementation.
- C-1.24.10.** The Provider shall document client progression assessment information using those standardized testing instruments identified in Rules 6A-6.014(4), 6A-6.014(5), and 6A-10.040, F.A.C. or DOE-issued document that supersedes these F.A.C. and any subsequent revisions thereto.
- C-1.24.11.** The Provider shall not be reimbursed or paid under this Contract for individuals enrolled in Adult Education who are also enrolled in a K-12th grade public school program.

C-2. ADMINISTRATIVE TASKS**C-2.1. Staffing**

- C-2.1.1.** 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 CCC, in writing, within 7 calendar days following the loss of a staff member funded by this Contract in part or in whole.
- C-2.1.2.** The staffing levels are contained in the Project Budget Summary and shall be sustained throughout the Contract period. In the event CWS determines that the Provider's staffing levels do not conform to those set forth in the project budget summary, it will advise the Provider in writing, and the Provider shall have 30 calendar days to remedy the identified staffing deficiencies.
- C-2.1.3.** The Provider may make staffing changes for those positions funded either in whole or in part with funds from this Contract. The CCC must be notified in writing when a change of incumbent staff occurs. 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 Project Budget Summary, and cost allocation (if applicable). 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.

C-2.2. Professional Qualifications

- C-2.2.1.** 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.
- C-2.2.2.** 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 youth served by the Provider. Security background investigation documentation shall be maintained on file with the Providers' employment records.
- C-2.2.3.** The Provider shall maintain staff for data and quality management functions who possess experience with computer-based information systems, technical assistance, and knowledge of the organization's system design. CWS reserves the right to request the resume of data staff to ensure qualifications are appropriate for the position.

C-2.3. Subcontracting

- C-2.3.1.** Subject to **Section 4.3.** of the Standard Contract, the Provider shall not subcontract for services under the terms of this Contract. 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.
- C-2.3.2.** (If applicable) The Provider shall execute contracts for subcontracted services within 90 calendar 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 CCC prior to the expiration of the 90-day deadline. Within 30 calendar days of executing contracts for subcontracted services, the Provider shall provide CCC copies of the executed subcontract.
- C-2.3.3.** Subcontract Agreements. (If applicable) 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.

C-2.4. Records and Documentation

- C-2.4.1. Client Records.** The Provider shall maintain client information as follows:
- C-2.4.1.1.** 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.
- C-2.4.1.2.** 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 ORR requirements.
- C-2.4.2. Format Requirements.** Submission of documents produced by the Provider to satisfy the requirements of this section must be submitted to CWS in Microsoft Office product format in the versions used by CWS at the time of submission.
- C-2.4.3. 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 CWS harmless from any claim or damage, including reasonable attorneys' fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records, whether public record or not, and promises to defend CWS against the same at its expense.
- C-2.4.4. 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 CWS upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

C-2.4.5. 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 CWS approval.

C-2.5. Reports (programmatic and to support payment)

C-2.5.1. Required Reporting Submission. The Provider shall submit reports according to the reporting requirements specified in **EXHIBIT C5 – REPORTING REQUIREMENTS**. In the case of an anticipated delay in meeting this requirement, the Provider shall submit a written justification for the delay and a request for an extension to the CCC prior to the expiration of the submission deadline. Only submittals received by the due date or pursuant to an approved extension will be considered timely. All due dates not specifically identified are calendar days.

C-2.5.2. Additional Reporting Requirements. The Provider shall provide additional reporting pertaining to the services rendered in the Contract should CWS determine this to be necessary.

C-2.5.3. Data Reports.

C-2.5.3.1. Data Entry Deadlines. The Provider shall submit to CWS by the 7th of each month, except in emergency circumstances and as approved in writing by the CCC. The reports produced by CWS and/or RS are the official record of deliverables and overall program performance, unless notified immediately of discrepancies.

C-2.5.3.2. Data Integrity. If notified by CWS of reporting discrepancies, the Provider has two (2) 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 two (2) business days of the notification. The Provider shall notify the CCC when corrections are needed and again when corrections are completed.

C-2.5.4. 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 6.1.** of the Standard Contract.

C-2.6. Provider Responsibilities

C-2.6.1. Provider Unique Activities

C-2.6.1.1. The Provider must be knowledgeable of the refugee/entrant populations to be served in the identified service area.

C-2.6.1.2. 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.

C-2.6.1.3. 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.

C-2.6.1.4. 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.

C-2.6.2. Coordination with Other Providers/Entities

- C-2.6.2.1.** CWS may undertake or award other contracts for additional or related work, and the Provider shall fully cooperate with other such Providers, CWS employees, 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.
- C-2.6.2.2.** The Provider shall attend the scheduled Refugee Task Force meetings for their service delivery area. The Provider shall participate in, present at, and collaborate with other social service agencies at the meetings.

C-2.7. Refugee Clients under Age 18. Providers who care for children and youth shall have and provide to CWS 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.

C-2.8. 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.

C-3. STANDARD CONTRACT REQUIREMENTS Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.

EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS

Name of Organization:		
Location:		
Contract number:		
Type of service:		
Report Period:	<u>Fall/Winter</u> October 1 – March 31	<u>Spring/Summer</u> April 1 – September 30

Section A: Accomplishments

Report <u>specific, measurable activities</u> related to refugees' attainment of self-sufficiency and integration. <u>Please be sure to include accomplishments pertaining to the Afghan and Ukrainian eligible populations.</u>		
Topic	Activities/Services	Outcome

Section B: Challenges & Emerging Issues

Report any <u>challenges or emerging issues</u> related to refugees' attainment of self-sufficiency and integration. <u>Please be sure to include challenges or emerging issues in Afghan and Ukrainian eligible populations.</u>		
Topic	Challenge/Emerging Issue	Action & Resolution

Section C: Promising Practices

Report any promising practices adopted in the reporting period related to refugees' attainment of self-sufficiency and integration. <u>Please be sure to include promising practices in Afghan and Ukrainian eligible populations.</u>		
Topic	Promising Practice	Action & Resolution

Section D: Client Success Stories

Please provide one (1) success story of a refugee who received services during the reporting period.

Section E: Housing Assistance

Please report on any housing assistance that was provided during the reporting period.



EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS (cont.)

Topic Options for Sections A, B, and C	Topic Definition
Community Resources for Clients	Community resources for clients refers to the accessibility and availability of non-ORR services or programs for clients
Documentation/Records Management	Documentation/Records management refers to the maintenance and organization of case and program level documentation (i.e., case files, database, confidentiality, etc.)
Eligibility	Eligibility refers to the determination or documentation of eligibility of ORR programs and services
Program Development	Program development refers to building capacity and support for refugee assistance programs (i.e., outreach/education, partnerships, etc.)
Services	Services refer to the services and benefits specific to refugee assistance programs (e.g., health, employment, social, intensive case management (W-F), etc.)
Other	"Other" is used to document accomplishments, challenges and promising practices that do not specifically relate to the above-mentioned topics

EXHIBIT C3 – CLIENT RELEASE OF INFORMATION FORM



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-VII of this form and the purpose for each, requesting the client initial each applicable section.

Client Initials

I. SOCIAL SECURITY NUMBER DISCLOSURE

[Empty box for signature]

I hereby agree to provide my social security number(s) to the Florida Department of Children and Families (DCF)/Refugee Service Program, though I understand I am not required to do so under the law. I further authorize the Florida Department of Children and Families/Refugee Services Program to use my social security number(s) for identity, income, employment, and eligibility verification, as well as other purposes related to the administration of DCF programs.

II. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) DISCLOSURE

[Empty box for signature]

I hereby authorize the release of Department of Homeland Security data pertinent to my immigration status to the Florida Department of Children and Families/Refugee Services Program and Church World Service, Inc., to access Federal public benefits and/or Refugee Services-funded services.

III. PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE

[Empty box for signature]

I hereby authorize the release of my PHI to the Florida Department of Children and Families/Refugee Services Program for the purpose of determining eligibility for services or special exemption from program requirements.

IV. FINANCIAL INFORMATION DISCLOSURE

[Empty box for signature]

I hereby authorize the release of my financial information to the Florida Department of Children and Families/Refugee Services Program for the purpose of determining eligibility for services, employment outcomes and/or economic statistics.

V. EMPLOYMENT OUTCOME DISCLOSURE INFORMATION

[Empty box for signature]

I hereby authorize the release of my employment information to the Florida Department of Children and Families/Refugee Services Program, for the purpose of verifying employment and determining the outcome of employment services. This data may include but is not limited to, Employee Information (Name, Date of Birth and Social Security Number), Employer Information, Employment Information (Job Title, most recent Start Date, and Termination Date, if applicable), and Salary/Benefits Information (Rate of Pay, Average Hours per Pay Period, Wages, Access to Health Insurance, etc.).

VI. CONTACT INFORMATION DISCLOSURE FOR CONDUCTING A SURVEY

[Empty box for signature]

I hereby authorize the release of my contact information: Full Name, Local Address, Cell/Home Phone Number, and Email address to the vendor approved by the Florida Department of Children and Families/Refugee Services Program for the purpose of conducting a survey to rate my refugee experience and generally assess refugee needs.

VII. CONTACT INFORMATION DISCLOSURE FROM ADULT EDUCATION SERVICE PROVIDERS

[Empty box for signature]

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, Adult Education test scores, Documentation of Vocational Program Completion, and ESOL level by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Adult Education provider to the Refugee Services funded Employment service provider so they can contact me to explain the employment and vocational training I might be eligible to receive.

CLIENT RIGHTS

- I have the right to revoke this authorization at any time by writing to the Florida Department of Children and Families/Refugee Services Program and Church World Service, Inc.
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/Refugee Services Program and Church World Service, Inc., will give me a copy of this form upon my request.
I understand that this authorization will expire at the conclusion of my Refugee Services eligibility period (60 months from date of eligibility) unless I specify a different date.
I understand that information such as Full Name, Alien Number, Date of Birth, Nationality, Migration Status, Services, English Language Ability, Education Level and Family Self-Sufficiency Plan goals will be released to the Florida Department of Children and Families/Refugee Services Program and the Office of Refugee Resettlement (ORR) for the purposes of better understanding client goals, services utilized, and outcomes achieved by the populations ORR serves.
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.

Client Name

Client Signature

Date

Provider Use Only: I have explained this form and its purpose to the client and the client has refused to sign.

Provider Signature

Date



EXHIBIT C4- RSDS SECURITY ACCESS REQUEST FORM



REFUGEE SERVICES DATA SYSTEM SECURITY ACCESS REQUEST (SAR)

REVISED: 6/16/2020

Form fields for Date, Contract Number, Provider / Program Name, Employee Requesting RSDS Access, Employee Position Title, Employee Email Address, Employee Phone, and Purpose for Access.

Attachments required with this form:

- DCF Security Agreement (form CF 0114, pg 1 and 2), signed and dated by both the supervisor and employee requesting RSDS access.
DCF Security Awareness Training Certificate (Internet training certificate).

Date that DCF Security Awareness Training was completed by employee:

DCF Security Awareness Training can be reached going to the DCF internet site at: https://www.myflfamilies.com/general-information/dcf-training. You will need to follow the link "Security Awareness Training" in the middle of the page.

Form fields for Supervisor's Name, Supervisor's Signature, Date of Approval, Data Security Officer's Name, and Data Security Officer's Signature.



EXHIBIT C5 – REPORTING REQUIREMENTS

For Reporting Requirements, submission of hard copies is not required until further notice. For the purpose of this Contract, an acceptable “original signature” on an electronic copy is defined as the signature of the authorized signatory using pen and ink; a certified electronic signature; or signed through DocuSign.

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	Office
Invoice EXHIBIT F4	Monthly	15th day of each month	1 electronic copy	Lilliam Sorzano CCC LSorzano@cswglobal.org
Narrative Reporting Requirements, as specified in EXHIBIT C1	Semi-Annually	April 5 October 5	1 electronic copy	Lilliam Sorzano CCC LSorzano@cswglobal.org
Actual Expenditure Report EXHIBIT F6	Quarterly	30 calendar days following the end of the quarter	1 electronic copy	Lilliam Sorzano CCC LSorzano@cswglobal.org
Limited English Proficiency (LEP) Policy	Within 45 calendar days following the Contract effective date and the LEP Policy Questionnaire annually thereafter	November 15	1 electronic copy	Lilliam Sorzano CCC LSorzano@cswglobal.org
Financial and Compliance Audit and accompanying management letter as specified in Attachment 1	Annually	Within 160 calendar days following Provider's fiscal year end or within 30 calendar days of Provider's receipt of the audit report, whichever occurs first	1 electronic copy to the CCC	Lilliam Sorzano CCC LSorzano@cswglobal.org
Inventory Report EXHIBIT C2	Annually and 45 calendar days prior to completion of Contract	August 15	1 electronic copy	Lilliam Sorzano CCC LSorzano@cswglobal.org
Emergency Preparedness Plan as specified in Section 9.2 of the Standard Contract	Within 20 calendar 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	October 20	1 electronic copy	Lilliam Sorzano CCC LSorzano@cswglobal.org
Civil Rights Compliance Checklist as	Within 20 calendar days of Contract	October 20	1 electronic copy	Lilliam Sorzano CCC LSorzano@cswglobal.org

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specified in Section 7.13 of the Standard Contract	execution and annually thereafter			
Proof of Liability Insurance as specified in Section 4.5. of the Standard Contract	Within 20 calendar days of Contract execution and annually thereafter	October 20	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Support to the Deaf or Hard of Hearing as specified in Section 9.3.2 of the Standard Contract	Monthly	4 th business day of each month	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Employment Screening Affidavit as specified in Section 4.14.2. of the Standard Contract	Annually	July 15	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
CRS Transition Plan	As determined by CCC	As determined by CCC	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
CRS Plan	Within 30 calendar days of Contract effective date (March 30, 2020) and annually thereafter	March 30	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Uptake Analysis	Annually	December 30	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Quality Management Plan (QMP)	45 calendar days after Contract effective date	April 15, 2020	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Executive Compensation Annual Report, PCMT-08-2021	May 1, 2022, and annually thereafter	May 1	1 electronic copy	Lilliam Sorzano CCC LSorzano@cwsglobal.org
Refugee-Specific Course Offerings	Quarterly/Term	March 20 June 20 August 20 December 20	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@cwsglobal.org
*Due dates that fall on holidays are due the following business day.				



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**EXHIBIT C10 – CHILD CARE REFERRAL
Non-TANF Refugee Services**

1. To: Provider Name 2. Date of Referral _____
3. Address of Eligibility Center _____ Phone#: _____

4. Parent's Name _____		DOB: _____	
5. a. Address _____		Phone: _____	
6. Parent's Alien Number _____	7. Parent's Date of Eligibility into U.S _____	8. Country of Origin _____	
9. Spouse / Second Parent Name if in the Home _____	10. Spouse/2 nd Parent's Alien # _____	11. Spouse/2 nd Parent's Date of Eligibility into U. S _____	12. Country of Origin of 2 nd Parent _____
13. Services Currently Being Received By Parent: _____ (i.e. Medicaid, TANF Support Services, etc.) _____			

14. Referral Source (i.e., Employment, Adult Ed., Matching Grant): (Select one) <input type="checkbox"/> Employment Provider <input type="checkbox"/> Adult Education Provider <input type="checkbox"/> Matching Grant Program		
15. Priorities: (Select one) First - <input type="checkbox"/> Currently employed and placed by an Employment Provider or Matching Grant Program. Second - <input type="checkbox"/> Currently enrolled full-time in Adult Education classes. Third - <input type="checkbox"/> Currently enrolled part-time in Adult Education classes or ESOL. Fourth - <input type="checkbox"/> Currently enrolled with an Employment Provider or Matching Grant Program and is actively seeking employment.		
16. Date of employment or enrollment in an employment or adult education program. _____	17. Employed at Date of Referral <input type="checkbox"/> Yes <input type="checkbox"/> No	18. Employed 6 mo. <input type="checkbox"/>
ESOL or Adult Education registration period: _____	Family Size: _____	19. Termination Date _____
		20. Reason: _____

Employment Location	Address	Phone
Parent: _____	_____	_____
2 nd Parent: _____	_____	_____

21. Names of Children _____	22. Date of Birth _____	23. Social Security # (If Available) _____	24. Alien # _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attachments:	25. Copy of current immunization record <input type="checkbox"/>	26. Copy of Child(ren)'s Birth Certificate <input type="checkbox"/>
	27. Copy of Child(ren)'s physical examination record (completed within last 12 mos.) <input type="checkbox"/>	
	28. Copy of USCIS Documentation showing refugee/entrant status <input type="checkbox"/> (If Available)	
	29. Copy of Social Security Cards <input type="checkbox"/> (If Available)	

Comments: _____

30. Name & Telephone # of Referring Agency _____

Signature of Representative

Date Form Completed



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EXHIBIT D – DELIVERABLES

D-1. Service Units.

D-1.1. The Provider shall provide the following service units or unduplicated clients for the period of **October 1, 2022 through September 30, 2023.**

D-1.1.1. The Provider shall enroll clients into at least **630** refugee-specific classes.

D-1.2. Deliverables and minimums for future years will be added via formal Contract amendment.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES**E-1. MINIMUM PERFORMANCE MEASURES.**

E-1.1. The following performance measures will be reviewed and calculated as indicated for the period **October 1, 2022 through September 30, 2025**. Failure to meet performance standards may result in corrective action or Contract termination as provided in **Section 6.2.** of the Standard Contract. Clients who were carried over from prior expired or terminated Contracts will be included in the below performance measures.

Term Performance Measures:

E-1.1.1. Fifty-five percent (55%) of ELI courses in which clients are enrolled (and not withdrawn) within a reporting period will result in a completion.

E-1.1.2. Forty-five percent (45%) of ELI courses completed by clients within a reporting period shall result in a successful completion or an LCP as validated by standardized assessment instruments.

E-1.2. Description of Performance Measurement Terms.

E-1.2.1. RS Population Report. A quarterly report developed by the RS Program to summarize the new population based on arrival data from local resettlement agencies, Florida Department of Health, DCF-ESS, and the Worldwide Refugee Admission Processing System.

E-1.2.2. Completion. Means that clients are able, according to DOE standards, to take the related standardized test (such as CASAS test) and the results (including course end date and reason) have been entered in RSDS.

E-1.2.3. Completion Points. Point(s) attained representing OCP or LCP or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks.

E-1.2.4. Enrollment. Means clients have an end date (have not withdrawn) and have an outcome for each course.

E-1.2.5. ELI. Courses; as defined in **EXHIBIT A1 – PROGRAMMATIC DEFINITIONS**, includes ESOL, ESOLAS, English Literacy for Career and Technical Education.

E-1.2.6. Withdrawn. Includes death of the client, the client has withdrawn from the course within one month of course start date, relocated, or obtained employment and is no longer able to attend the course.

E-1.2.7. Successful Completion. Clients who complete a course and attain competencies as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks earning a Pass designation.

E-2. Performance Evaluation Methodology for the **October 1, 2022 through September 30, 2025.**

E-2.1. The calculation of performance measure **E.1.1.1** shall be determined using the following:

# ELI courses completed by clients (and not withdrawn) within the reporting period that resulted in a completion	≥	55%
# ELI courses in which clients are enrolled (and not withdrawn) within the reporting period		

E-2.2. The calculation of performance measure **E.1.1.2** shall be determined using the following:

# ELI courses completed by clients within the reporting period that resulted in a successful completion or LCP	≥	45%
# ELI courses completed by clients within the reporting period		

EXHIBIT F – METHOD OF PAYMENT

F-1. This is a Fixed Rate/Cost Reimbursement Contract.

F-2. Total Contract Amount. CWS will reimburse the Provider for the delivery of services rendered in accordance with the terms of the Contract and CWS will reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract, up to a Total Contract Amount as outlined in the table below. As funding is based on the availability of funds, the Contract amount may be increased or decreased at any time. Budgets for future years will be added via formal Contract amendment.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
March 1, 2020 – September 30, 2020	\$270,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
October 1, 2022 – September 30, 2023	\$400,000.00
October 1, 2023 – September 30, 2024	\$400,000.00
October 1, 2024 – September 30, 2025	\$400,000.00
Total Contract Amount	\$2,174,077.00

F-3. Service Units.

F-3.1. Fixed Rate (Unit Costs). CWS agrees to pay the Provider for the delivery of all service units verified during the reporting period, at the unit rate outlined in **EXHIBIT F3 – SERVICE UNIT RATE TABLE** and up to a total amount as outlined in the table below. Adjustments to **EXHIBIT F3 – SERVICE UNIT RATE TABLE** may be made without a formal Contract amendment, reflecting CWS and Provider's written agreement of the price that should be applied. Although based on unit price, this Contract is funded by a federal grant and Contract payments must ultimately be based on actual unit costs.

Total Fixed Rate Amount (by budget period)	
Budget Period	Fixed Rate Budget Amount
March 1, 2020 – September 30, 2020	\$257,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
October 1, 2022 – September 30, 2023	\$400,000.00
October 1, 2023 – September 30, 2024	\$400,000.00
October 1, 2024 – September 30, 2025	\$400,000.00
Total Contract Amount	\$2,161,077.00

F-3.2. Service Unit Rates. Service unit rates are estimated costs of performance and may be periodically adjusted as appropriate to reflect the cost of performance actually incurred, based on the review by CWS and Provider of the actual expenditure reports submitted by the Provider, provided that the actual expenditure reports reflect a deficit or surplus in operational costs. The service unit rates outlined in **EXHIBIT F3 – SERVICE UNIT RATE TABLE** may be revised without a formal Contract amendment, reflecting the CWS and Provider's **written** agreement of the price that should be applied. Payments made to the Provider in excess of the actual costs of providing contracted services will be refunded to CWS in accordance with **Section 3.5.** of the Standard Contract.

F-3.3. Conditions of Fixed Rate Payment. Service unit costs for the period **October 1, 2022 – September 30, 2025.** Service units achieved for the purpose of payment during any month shall be based on dates recorded in RSDS by the date specified for data submission.

F-3.3.1. Conditions of Fixed Rate Payment for Adult Education Services are below:

F-3.3.1.1. The Provider shall not be reimbursed for more than three (3) enrollments in a particular level or course per client.

F-3.4. Cost Reimbursement. CWS will reimburse the Provider for allowable expenditures incurred pursuant to the terms of the Contract, up to a total amount as outlined in the table below.

Total Cost Reimbursement Amount (by budget period)	
Budget Period	Cost Reimbursement Budget Amount
March 1, 2020 – September 30, 2020	\$13,000.00
October 1, 2020 – September 30, 2021	\$0.00
October 1, 2021 – September 30, 2022	\$0.00
October 1, 2022 – September 30, 2023	\$0.00
October 1, 2023 – September 30, 2024	\$0.00
October 1, 2024 – September 30, 2025	\$0.00
Total Contract Amount	\$13,000.00

F-3.4.1. 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 F4 - INVOICE**) and page-numbered supporting documentation to the CCC.

F-4. Supporting Documentation Requirements.

F-4.1. Fixed Rate. RS will produce the official fixed rate invoice reports and supporting documentation the first (1st) day following the submission deadline for the previous period's data. The Provider shall request payment for each period through the submission of a properly completed invoice (**EXHIBIT F4 – INVOICE**) based on the official fixed rate invoice report produced by RS, which includes a client list and a number of service units rendered list. Although the Provider is not required to submit the invoice with supporting documentation of actual payment of expenses, CWS reserves the right to request verification of expenses at any time. Consequently, the Provider shall ensure expenses are verifiable by maintaining receipts and copies of cancelled checks to support all program expenses.

F-4.2. Cost Reimbursement.

F-4.2.1. Supportive Services. Receipts documenting actual payment of supportive service expenses are required to be maintained by the Provider for all expenses incurred (e.g., bus passes and bus pass distribution, testing, tuition, books, tools, uniforms, recertification, subsidized child care costs, etc.). Sufficient documentation and proof of payment are required for all expenses of this nature. These documents shall be made available upon request for purposes of audit, invoice review and/or inspection by authorized representatives of CWS, the Department, Auditor General, or DFS.

F-4.2.2. CET Services. The Provider shall maintain records of all agreements between the Provider and the vocational training vendor, STT vendor, and/or the employer participating in OJT. Supporting documentation for Vocational and STT shall include the names (or unique identifiers) of clients receiving training dates of training, payments/receipts sufficient for an audit trail documenting service provision. Purchases made from outside vendors shall be supported by paid invoices and/or receipts and copies of canceled checks if available. Supporting documentation for OJT shall include the names (or unique identifiers) of clients receiving OJT, 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.

F-4.2.3. 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.

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- F-4.2.4. 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.
- F-4.2.5. DFS.** DFS reserves the right to require further documentation on an as needed basis.
- F-4.2.6.** CWS reserves the right to request additional information from the Provider regarding invoice supporting documentation.

F-5. Invoice Schedule.

F-5.1. Fixed Rate/Cost Reimbursement. The Provider shall submit a properly completed invoice for service units and expenses no later than the 15th of each month following the month of service provision. For fixed rate invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the CCC within 75 calendar days of the month of service provision. For cost reimbursement invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the CCC within 75 calendar days of payment of actual costs by the provider or services being rendered, whichever date is later. If the Provider encounters events beyond their control or other extenuating circumstances in meeting invoice deadlines, the Provider shall submit a written request for an extension to the CCC detailing the circumstances. CWS has sole discretion on whether to grant such a request. The final invoice is due 30 calendar days after the Contract ends or is terminated. Charges on the invoice must be accompanied by supporting documentation.

F-6. Invoice Approval Process. The CCC will have ten (10) 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 **EXHIBIT C5 – REPORTING REQUIREMENTS**. Once approved, CWS will pay the invoice in accordance with **Section 215.422, F.S.**

F-7. Budget Revisions. Budget revisions may be authorized under the terms of this Contract. The Provider must obtain written approval from the CCC 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:

- F-7.1.** The change does not decrease or increase the original dollar amount of the Contract budget;
- F-7.2.** There is another line item in the budget from which funds can be shifted without affecting the scope of the work;
- F-7.3.** The change does not involve establishing a new line item; and
- F-7.4.** If financial consequences are applied to an invoice, a budget revision (**EXHIBIT F5 – BUDGET REVISION**) will be required to account for the penalties assessed. Budget revisions which do not meet the above conditions will require a properly executed Contract amendment signed by the Provider and CWS. Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.

F-8. Cumulative Actual Expenditure Report. The Provider shall submit a cumulative actual expenditure report (as specified in **EXHIBIT F6 – ACTUAL EXPENDITURE REPORT**) to the CCC 30 calendar days following the end of each quarter. The cumulative actual expenditure report shall reflect for each service component:

- F-8.1.** Line-item actual expenditures incurred during the quarter;
- F-8.2.** Sufficient line-item detail by line item (e.g., include actual expenditures under the Personnel line item); and
- F-8.3.** Line-item expenditure projections for the remaining quarter(s).

CWS 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.

Although payment is based on unit rates, this Contract is funded by a Federal grant and Contract payments must ultimately be based on actual costs. If the cumulative actual expenditure report indicates that payments were made to the Provider in excess of the actual costs of providing Contracted services, the Provider may be directed to return funds to CWS.

F-9. 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 CWS in accordance with **Section 3.5., Overpayments and Offsets**, in the Standard Contract. During the final year of the Contract, CWS reserves the right to request quarterly or monthly expenditure reports to monitor the relationship of fixed-rate payments to actual costs. If, in CWS' sole determination, there appears a potential

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for payments being made to the Provider in excess of the actual costs of providing Contracted services for that final Contract year, CWS may require refunds of such excess as frequently as quarterly.



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EXHIBIT F1 – ADDITIONAL FINANCIAL CONSEQUENCES

F1-1. Financial Consequences. For the period **October 1, 2022 – September 30, 2023**, the Provider shall be assessed financial consequences in accordance with **Section 6.1.** of this CF Standard Contract, should the Provider fail to meet the minimum monthly level of service identified in **EXHIBIT D - DELIVERABLES.**

F1-2. Financial Consequences for future years will be added via Contract amendment.



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EXHIBIT F2 – PROJECT BUDGET SUMMARY

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #	XK060-BC	CONTRACT AMOUNT:	\$400,000.00
CONTRACT PERIOD:	03/01/2020 - 9/30/2025	CONTRACT MANAGER:	L. Sorzano
BUDGET PERIOD:	10/01/22 - 9/30/23	# of Months in Budget Period	12
Personnel		% of budget	
		Estimated Total	
A. Personnel	47.00%	\$	188,016.40
B. Fringe Benefits	16.60%	\$	66,389.65
C. Other Personnel Services (OPS)	0.00%	\$	-
D. Background Checks	0.00%	\$	-
Personnel Costs Total		\$	254,406
Travel		Estimated Total	
E. Staff Travel/Training	0.46%	\$	1,834.15
F. Client Transportation	0.00%	\$	-
Travel Costs Total		\$	1,834
Expense		Estimated Total	
G. Office Expenses			
1. Utilities	0.00%	\$	-
2. Telephone	0.95%	\$	3,780.00
3. Postage/Shipping	0.00%	\$	10.00
4. Copies/Printing	0.08%	\$	300.00
5. Office Supplies	0.20%	\$	800.00
6. Janitorial Supplies	0.00%	\$	-
7. Building Maintenance & Repair	0.00%	\$	-
8. Equipment Repair	0.24%	\$	946.00
9. Office Equipment	0.00%	\$	-
10. Security Services	0.00%	\$	-
H. Rental Use of Space	0.00%	\$	-
I. Rental Equipment	0.00%	\$	-
J. Insurance	0.00%	\$	-
K. Advertising/Outreach	0.00%	\$	-
L. Membership Fee/Subscriptions	0.00%	\$	-
M. Client Educational/Training Tools	29.63%	\$	118,500.00
N. Fixed Price Services	0.00%	\$	-
O. Information Resource Technology	0.09%	\$	375.84
P. Subcontracted Services	0.00%	\$	-
Q. Subcontracted Client Services	0.00%	\$	-
R. Financial Audit	0.00%	\$	-
Expense Cost Total			124,712
Direct Costs		Estimated Total	
S. Operating Capital Outlay (>\$1,000.00)	0.00%	\$	-
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%	4.76%	\$	19,048.00
Direct Cost Total		\$	19,048
		100.00%	
Total Contract Budget		\$	399,999.99
Total Contract Budget Rounded to the Nearest Whole Dollar		\$	400,000.00

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EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

Personnel - A & B													
Position Title	Salaries			Social Security		Medicare		Health Ins		Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project
Sr. Director	71,850.00	100%	12	6.20%	4,454.70	1,041.83	9348.00	372.00	372.00	372.00	0.11%	79.04	79.04
Coordinator	53,000.00	100%	12	3.286.00	3,286.00	768.50	9,348.00	372.00	372.00	372.00	58.30	58.30	58.30
RENEW Grant Specialist / Student Coach	43,166.40	100%	12	2,676.32	43,166.40	625.91	9,348.00	372.00	372.00	372.00	47.48	47.48	47.48
Administrative Specialist (Part-Time)	20,000.00	100%	12	1,240.00	20,000.00	290.00							
Totals	188,016.40			11.657.02	188,016.40	2,726.24	28,044.00	1,116.00	1,116.00	1,116.00	184.82	184.82	184.82
*Broward College, in lieu of salary increase, may apply a one-time payment pay for performance to all full time employees during the contract year. An estimated one-time-payment pay for performance of 4% for each full time employee salary is estimated.													
Personnel - A & B (Continued)													
Position Title	Salaries			Disability Ins		Workers Comp		Retirement/Pension		Totals			
	Salary	% Charge to Project	Service Months	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project		
Sr. Director	71,850.00	100%	12	0.16%	114.96	114.96	8,557.34	11.91%	8,557.34	23,967.86	95,817.86		
Coordinator	53,000.00	100%	12	84.80	84.80	6,312.30	6,312.30	20,229.90	20,229.90	73,229.90			
RENEW Grant Specialist / Student Coach	43,166.40	100%	12	69.07	69.07	5,141.12	5,141.12	18,279.90	18,279.90	61,446.30			
Administrative Specialist (Part-Time)	20,000.00	100%	12			2,382.00	2,382.00	3,912.00	3,912.00	23,912.00			
Totals	188,016.40			268.83	188,016.40	22,392.75	22,392.75	66,389.65	66,389.65	254,406.05			
*Rounded to the nearest dollars													
Legend:													
Fringe shows social security contribution increased to 10% to all employees.													



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EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

PERSONNEL NARRATIVE

Director	<p>The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients' English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files.</p>
Coordinator	<p>Under limited supervision, this position serves the Project RENEW grant Program Coordinator through several campus locations at Broward College to provide direct service and support to prospective, current, and former students from the point of registration through completion of the six ESOL level courses, and referral of eligible students to career technical English skills assessment. The Project RENEW Program Coordinator is responsible for the day-to-day operation of student registrations and proctoring the students' initial English skills assessment. Serve as MyEnglishLab and BurlingtonEnglish program coordinator by creating courses, adding instructors and students in the online-platform, and generating students' progress report. The coordinator also is responsible for all aspects of client management including initial program registration, assessing clients' English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Designs and maintains the program database, collects, and reports critical data to the State of Florida, and responds to grant and college-wide reporting needs. Provides data for accounting and invoicing purposes. Performs related duties as assigned. Creates the students' BC, MyEnglish Lab and D2L accounts, and provides technical support to students and instructors. Manages the student Laptop Loaner Program by distributing, collecting, and setting laptops for students.</p>
RENEW Grant Specialist	<p>Responsible for all aspects of client management including initial registration, assessing clients' English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Completes program administrative duties such as payroll and purchase orders. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.</p>
Part-time Administrative Specialist	<p>Assists with all aspects of client management including initial registration, assessing clients' English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties.</p>
FRINGE BENEFITS	
TYPE	DESCRIPTION
Social Security	6.2% Social Security X \$18,8016.40 staff salaries= \$1,657.02 (rounded to nearest\$).
Medicare	1.45% Medicare X \$18,8016.40 of staff salaries= \$2,726.24 (Rounded to nearest\$).
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 12 months per full time employee.
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$372.00 per year or \$31.00 per month per full time employee. Dental Insurance is calculated at \$31.00 X 12 months per full time employee.
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .11% of staff salary.
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .16% of full-time staff (FTE) salaries.
Workers Comp	Workers comp is provided by the college to all employees.
Unemployment Ins	
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 10% of Staff (FTE) salaries. Total salaries times 11.91% or \$18,8016.40 X 11.91% = \$22,392.75 (Rounded to nearest\$).



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

C. OTHER PERSONNEL SERVICES (OPS)

Position	Salary/ Wages	Hours	Months/ Weeks	% on Proj.	Total
Part time administrative assistant	\$0.00	20	15.00		\$ -
					\$ -
					\$ -
OPS Total					\$ -

OPS, temporary employees or part time administrative assistance is occasionally necessary for service delivery, should there be an influx in client numbers, a shortage in staffing or to help maintain an appropriate level of service delivery.

D. BACKGROUND CHECKS

Description	Type	# of Units	Unit Cost	Total
Background checks	staff	0	\$ -	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Background Checks Total				\$ -

Background checks may include, but are not limited to initial employment and ongoing random drug & alcohol testing, preliminary criminal background checks, initial and ongoing driving record background reports, initial and ongoing criminal record/fingerprinting checks by FDLE, and local county background checks, of all employees, or for employees who transport children or who are promoted to a position which requires additional testing.

E. STAFF TRAVEL & TRAINING ITEM

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	62.0	10	275.90
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage				\$ 276

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	1	1	1	-
Conferences/Meetings - Professional and Academic	\$ 675.25	1	1	1	675.25
Airfare	\$ 250.00	1	1	1	250.00
Registration Fees	\$ -	1	1	1	-
Per Diem	\$ 27.00	3	1	1	81.00
Hotel/Lodging	\$ 184.00	3	1	1	552.00
Car Rental	\$ -	0	0	0	-
Incidental Expenses	\$ -	0	0	0	-
Subtotal Conference/Meeting Travel and Training					\$ 1,558
*Rounded to the nearest dollar					
Staff Travel & Training Total				\$ 1,834	

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 62 miles per month X 0.445 X 10 = \$275.90 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional Professional development training in conferences, not offered by Broward College, will be made available to all staff including conference registration fee, airfare, lodging, per diem and transportation expenses estimated in \$1,558.00.

F. CLIENT TRANSPORTATION

Description	Expense	Est. Unit Cost	Est. # of Units per Month	Months	Total
Broward County Transit Bus Passes - Regular Monthly average rate of \$58.90					-
Broward County Transit Bus Passes - Regular Weekly (7 days) average rate of \$20.00	\$ -		0	0	-
Broward County Transit Bus Passes - Student Monthly (31 days) average rate of \$50.00	\$ -		0	0	-
\$					-

The lack of transportation is an obstacle in the ability of some clients to attend classes offered by RENEW. In such situations, RENEW will provide travel assistance in the form of bus passes to currently enrolled clients when a transportation barrier to attending classes and other allowable activities is identified by the Intake staff, Administrative Specialist, or the Manager. The bus passes permit clients to participate in allowable activities such as job interviews, educational class/training, educational workshops, etc. For bus passes, which include daily, weekly and monthly passes for college students and non-college student rates: the amount described is the current rate; should the rate increase, an adjustment will be made to the maximum amount per ticket allowed without the need of a formal contract amendment. Estimated total cost of bus passes: Calculated as follows: thirtyone (31) days bus pass at a cost of \$0.00 per pass X 0 units X 0 months.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

G. OFFICE EXPENSES

1. Utilities

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					-
					-
Utilities Estimated Total					\$ -

Currently, Broward College and/or Coral Springs Charter School (CSCS) provide telephone services at no cost to Project RENEW at the location of service. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.

2. Telephone

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Cellphone Stipend	\$ 105.00	3	12	100%	3,780.00
					-
					-
Telephone Estimated Total					\$ 3,780

Cellphone stipend is given to five full time employees who are working remotely, in office and at numerous campuses to be accessible to clients and complete registrations and proctor CASAS exams.

3. Postage/Shipping

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 5.00	1	2	100%	10.00
		1	1	100%	-
Postage/Shipping Estimated Total					\$ 10

Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.

4. Copies/Printing

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Business Cards		1	1	100%	-
Copying charges	\$ 0.10	300	10	100%	300.00
Copies/Printing Estimated Total					\$ 300

Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$300.

5. Office Supplies

Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 80.00		10	100%	800.00
					-
Office Supplies Total					\$ 800

* Rounded to the nearest dollar
Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices, electronic devices, and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$80.00 per month X 10 months.

6. Janitorial Supplies

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					-
Janitorial Supplies Estimated Total					\$ -

Where classes are held at locations other than Broward College campuses, such as is currently done at the Coral Springs Charter School in Coral Springs, FL, janitorial supplies are occasionally needed. Janitorial supplies may include, but are not limited to, paper towels, cleaning supplies, hand soap, hand sanitizer, and toilet paper.



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Contract XK060BC**EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)****7. Building/Maintenance**

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					-
Building Maintenance/Repair Estimated Total					\$ -

Currently, all the locations at which Project RENEW offers services are fully maintained by Broward College and or the institutions at which services are provided at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with building maintenance.

8. Equipment Repair

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 946.00	1	1	100%	946.00
\$ 3.00					\$ 946

NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.

9. Office Equipment

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Store/ filing cabinets			1	100%	
Computers/Laptops			1	100%	
Office furniture	\$ -		1	100%	-
Other office equipment			1	100%	
Office Equipment Estimated Total					

NARRATIVE: Office equipment may include but is not limited to laptops, computers, computer monitors, printer, scanners, fax machine, office furniture, filing cabinets and other furnishings and equipment that may be required for normal operations.

10. Security Services

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Security Services	\$ -	2	12	100%	-
	\$ -				-
Security Services Estimated Total					\$ -

Currently, security services are provided by Broward College or the institutions at which Project RENEW offers client services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with security services.

TOTAL ESTIMATED OFFICE EXPENSES COST \$ 5,836*Expense Category (continued)***H. RENTAL OF USE OF SPACE**

Address of Rental or Use of Space	Estimated Price per Square Foot/Unit	Estimated # of Days	Estimated # of Months	% to Project	Total
Coral Springs Charter School (CSCS)	\$ -	-	0	100%	\$ -
Broward College classrooms and administrative space	\$ -	-	0	100%	\$ -
Classroom and/or administrative space	\$ -	-	0	100%	\$ -
Rental or Use of Space Estimated Total					\$ -

Rental expenses include rent or lease on properties necessary for the delivery of the contracted services. Rent or lease expenses on buildings or other rental costs are incurred to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area, alternatives available; and the type, condition and value of the property leased. Costs may include the cost of alterations of such leased property, provided such alterations are necessary for the performance of the contract, and of reasonable restoration required by the provisions of the lease and are not included in the rental agreement. Broward College is currently providing several administrative offices and the use of classroom space on various campuses at no charge to Project RENEW. However, to properly deliver contracted services, Project RENEW may incur rental expenses at Coral Springs Charter School (CSCS) and any other Broward College-approved location.

EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

I. RENTAL EQUIPMENT

Rental Equipment	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Office Equipment	\$ -		10	100%	\$ -
Classroom Equipment	\$ -		10	100%	\$ -
Rental Equipment Estimated Total					\$ -

Rental equipment may be necessary for the delivery of contracted services. Such equipment may include, but is not limited to, furniture, fixtures, multimedia devices/programs and speech/language instruction software.

J. INSURANCE

Insurance Type	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
					\$ -
Insurance Estimated Total					\$ -
N/A					

K. ADVERTISING/OUTREACH

Advertising Expense Item	Estimated Unit Cost	# of Units/ Months	% to Project	Total
Broadcast media		12	100%	\$ -
Newspaper	\$ -	12	100%	\$ -
Printed material		1	100%	\$ -
Advertising/Outreach Estimated Total				\$ -

Advertising/Outreach costs are incurred to increase awareness of the program and the services offered by the program to the refugee/asylee population in Broward County. Broadcast media may include, but is not limited to, radio and television. Printed material may include, but is not limited to, brochures, postcards, posters and other promotional materials that may be printed and used in advertising/outreach services.

L. MEMBERSHIP FEES & SUBSCRIPTIONS

Membership/Subsription	Estimated Unit Cost	# of Units	# of Months	% to Project	Total
Membership to professional organizations	\$ -	0	0	100%	\$ -
Membership to educational/academic organizations	\$ -	0	0	100%	\$ -
					\$ -

Membership fees and subscriptions costs include, but are not limited to, the costs associated with participating and/or becoming members of local, state, and national professional and academic organizations necessary to obtain information about innovative ideas and effective strategies on how to best provide the contracted services to the refugee/asylee population.

M. CLIENT EDUCATIONAL AND TRAINING TOOLS

Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors' Wages	\$ 30.00	360	10	100%	\$ 108,000.00
ELI - Educational Material	\$ 35.00	300	1	100%	\$ 10,500.00
*Rounded to the nearest dollar Client Education and Training Tools Estimated Total					\$ 118,500

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, testing fees, CASAS testing supplies and proctoring fees, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC Ids. The proposed budget will cover the following items: ELI instructors wages at an estimated rate of \$30.00 X 360 class hours X 10 months totaling an estimated cost of \$108,000.00 and may include curriculum development and instruction in any of the following types of ELI: ESOL, ELCATE, ESOLAS, WRS, Citizenship and GED. Educational materials total estimated cost = \$10,500.00. Curriculum development expense includes updating curriculum to align with new FL DOE ESOL curriculum framework anchor standards and benchmarks. Client Educational expenditures may include vouchers and internal scholarships for clients' registration in approved courses.

O. INFORMATION RESOURCE TECHNOLOGY

IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 41.76	3	3	100%	\$ 375.84
IRT Estimated Total					\$ 376

Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, DCF Oracle System access, and SAVE System access.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2023)

P. SUBCONTRACTED SERVICES

Subcontracted Services	Est. Unit Cost	Est. # of Months/Units	% to Project	Total
	\$ -			\$ -
Subcontracted Services Estimated Total				\$ -

Project RENEW does not currently subcontract any administrative services, as all administrative services are handled in house or provided by Broward College at no cost to the program. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.

Q. SUBCONTRACTED CLIENT SERVICES

Client Services	Est. Unit Cost	Est. # of Units	% to Project	Total
Client Services	\$ -	0	100%	\$ -
Client Services Estimated Total				\$ -

Project RENEW does not currently subcontract any client services. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.

R. FINANCIAL AUDIT

Financial Audit Type	Est. Unit Cost	Est. # of Units	% to Project	Total
Financial Audit	\$ -	0	0%	\$ -
Financial Audit Estimated Total				\$ -

Anticipated expenditures to perform an independent financial audit performed by a licensed audit firm under chapter 473, S.S. Broward College financial audits are conducted by the State of Florida Auditor General.

S. OPERATING CAPITAL OUTLAY (OCO >\$1,000.00)

OCO Expense Description	Est. Unit Cost	Est. # of Units	% to Project	Total
				\$ -
OCO Estimated Total				\$ -

NARRATIVE:

T. INDIRECT COSTS

Total Personnel, Travel, and Expenses	\$ 380,952.04		
Indirect Cost Rate	5%		
Indirect Costs Total (less OCO)			\$ 19,048

Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2019-20.

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)

IRT Expense (Non-recurring) Description	Est. Unit Cost	Est. # of Units	% to Project	Total
Computers/ Laptops computers				\$ -
Printers				\$ -
IRT (non-recurring) Estimated Total				\$ -

NARRATIVE: Although no budget amount is allocated to Equipment (Non-OCO) at this time, the line item is for anticipated expenditures for durable goods include, but are not limited to, computers/laptops, printers, software and other multimedia devices to be used for administrative purposes.

TOTAL BUDGET AMOUNT \$ 400,000



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Contract XK060BC**EXHIBIT F3 – SERVICE UNIT RATE TABLE**

SERVICE UNIT RATE TABLE	
Comprehensive Refugee Services Unit Type	
Adult Education	Unit Cost
Registration	\$25.00
Pre-Test / Post-Test	\$ 15.00
Voucher Cost and Administration	\$ 70.00
Monthly Client Guidance and Retention Activities	\$ 40.00
Refugee-Specific Class Enrollment	\$ 220.00
Literacy Completion Point (LCP) and/or Pass Payment	\$ 30.00
Refugee Specific Instructional Hours	\$40.00

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CONTRACT XK060BC

EXHIBIT F5 – BUDGET REVISION

Provider name:			REV #:
Address:	Contract #:	Date	
BUDGET REVISION WORKSHEET			
LINE ITEMS	ORIGINAL AMOUNT	REVISIONS	REVISED BUDGET
Personnel			
Fringe Benefits			
OPS			
Background Checks			
Staff Travel & Training			
Client Transportation			
Utilities			
Telephone			
Postage/Shipping			
Copies/Printing			
Office Supplies			
Janitorial Supplies			
Building Maintenance & Repair			
Equipment Repair			
Office Equipment			
Rental Use of Space			
Rental Equipment			
Insurance			
Advertising/Outreach			
Client Education and Training Tools	\$0.00		\$0.00
Information Resource Technology			
Subcontracted Services			
Subcontracted Client Services			
Financial Audit			
Operating Capitol Outlay			
Indirect Costs	\$0.00		\$0.00
	\$0.00	\$0.00	\$0.00
Contract Manager Approval	Date		



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EXHIBIT F6 – ACTUAL EXPENDITURE REPORT

Quarterly/Annual Actual Expenditure Report

Contract No.:	Fiscal Year:	Quarter 1		Quarter 2		Quarter 3		Quarter 4		YTD		Remaining Budget
		Budget	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	
Provider: _____ Period Ending: _____ Service: _____												
Personnel Category 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. Telephone 2. Postage/Shipping 3. Copies/Printing 4. Office Supplies 5. Janitorial Supplies 6. Equipment Repair 7. Office Equipment 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. Career Laddering Services 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:		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Draw-Down:		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Surplus/Deficit:		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Amount to be Refunded (if applicable):		\$0.00	*									

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or

Provider Signature _____ Date _____



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Contract XK060BC

EXHIBIT F6 – ACTUAL EXPENDITURE REPORT (cont.)

Quarterly/Annual Actual Expenditure Report

Contract No.:	Fiscal Year:		Quarter:		Youth Expenses	% Total	Case Coordination Expenses	% Total	Child Care Expenses	% Total	YTD Totals	% Total	Remaining Budget
	Contract	% Total	Expenses	% Total									
Personnel Category													
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. Telephone													
2. Postage/Shipping													
3. Copies/Printing													
4. Office Supplies													
5. Janitorial Supplies													
6. Equipment Repair													
7. Office Equipment													
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. Information Resource Technology													
O. Subcontracted Services													
P. Subcontracted Client Services													
Q. Financial Audit													
Totals													
Indirect Costs Category													
R. Operating Capital Outlay (>1,000)													
S. Indirect Costs (less OCO)													
Totals													
Grand Totals													
Contract Expenditures:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Contract Draw-Down:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Contract Surplus/Deficit:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Amount to be Refunded (if applicable):													

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.

Provider Signature _____ Date _____



Amendment #0006

Contract XK060BC**ATTACHMENT 1**

The administration of resources awarded by CWS to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, CWS and/or 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 CWS and the Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by CWS and/or the Department. In the event CWS and/or the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by CWS and/or the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by CWS's CCC, 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 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 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 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the CWS' CCC, the Department's Single Audit Unit and its Contract Manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the CWS' CCC, 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 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 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 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by Contract number for each Contract with CWS 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 CWS shall be fully disclosed in the audit report package with reference to the specific Contract number.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) 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 CWS' CCC, the Department's Single Audit Unit and its Contract Manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the CWS' CCC, 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 CWS in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable Contract. All



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questioned costs and liabilities due CWS 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 CWS pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) 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 Compliance Coordinator (CCC) for this contract (1 copy)

Lillian Sorzano
Church World Service
1924 NW 84th Ave
Doral, FL 33126
LSorzano@CWSGlobal.org

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

Office of the Inspector General
Single Audit Unit
The Centre, Suite 400-I
Amendment 2415 North Monroe Street
Tallahassee, Florida 32303
Email address: HQW.IG.Single.Audit@myflfamilies.com

C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<https://harvester.census.gov/facweb/>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

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 CWS and/or the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, 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 CWS and/or 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 CWS, the Department or their 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 CWS, the Department or their 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 CWS and/or the Department.

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**ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: _____

Date: _____

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____



ATTACHMENT 3

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 CWS and/or 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 CWS and/or 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 CWS, 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;



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- 2.1.5 Notify the CWS' Security Officer and the CCC as soon as possible, but no later than three (3) 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 CCC 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 CWS and/or 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 calendar days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by CWS and/or 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 CWS and/or 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 CWS' 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 CWS' 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 CWS 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 CWS 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 CWS 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.

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Contract XK060BC**Section 5. Termination**

5.1 Termination for Cause

5.1.1 Upon CWS' knowledge of a material breach by the Business Associate, CWS 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 CWS;

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, CWS 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 CWS or, if permission is granted by CWS, 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 CWS or, if permission is granted by CWS, 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.

AMENDMENT #0005

Contract # XK060BC

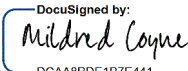
Effective September 30, 2022, this amends the above referenced Contract as follows:


1. This contract is renewed through September 30, 2025.
2. In 1.1., last addressed in Amendment 4, "\$974,077.00" is replaced by "2,030,077.00".
3. All provisions in the contract and any attachments thereto in conflict with this amendment are changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are made a part of the contract.

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

CHURCH WORLD SERVICE, INC.

SIGNED BY:  _____
DCAA8BDE1B7E441...

SIGNED BY:  _____

NAME: Dr. Mildred Coyne
TITLE: Senior Vice President,
Workforce Education and Innovation
DATE: 10/6/2022

NAME: Erol Kekic
TITLE: Senior Vice President, Programs.
DATE: 11/7/2022



AMENDMENT #0004

CONTRACT XK060BC

Effective December 1, 2021, this amends the above referenced Contract as follows:

1. Numbers 2, 9,10, 11,12, 14,15, and 17 were last addressed in Amendment #0002.
2. In 1.1., "\$760,898.00" is replaced by "\$974,077.00".
3. **Page 7 and 8, CF Standard Contract 2019, Section 4.3. Independent Contractor, Subcontracting and Assignments**, is hereby amended to read:

4.3 Independent Contractor, Subcontracting and Assignments

- 4.3.1.** In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind CWS and/or The Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right for any individual to State retirement, leave benefits, or any other benefits of State employees as a result of performing the duties or obligations of this Contract.
- 4.3.2.** CWS and/or the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by CWS and/or the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractor, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.
- 4.3.3.** The Provider shall not subcontract under this Contract
 - 4.3.3.1** The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of CWS, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.
 - 4.3.3.2** The Provider is responsible for all the work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontractors shall be evidenced by a written document. The Provider further agrees that CWS and/or the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.
 - 4.3.3.3** The provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.
- 4.3.4.** To the extent that a subcontract provides for payment after Provider's receipt of payment from CWS, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from CWS in accordance with section 287 .0585, F.S., unless otherwise stated in the contract between Provider and subcontractor. Failure to pay within seven (7) working days will result in penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

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4. **Page 9, CF Standard Contract 2019, Section 4.7. Intellectual Property**, is hereby amended to read:

4.7. Intellectual Property

It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of CWS and/or the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that CWS and/or the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply. Notwithstanding the foregoing provision, if the Provider is a college and a member of the Florida College System, then section 1004.726, F.S., shall apply.

- 4.7.1.** If the Provider uses or delivers to CWS and/or the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by CWS and/or the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.
- 4.7.2.** All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but CWS shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products. Notwithstanding the foregoing if the provider is a college and a member of the Florida College System, the section 10004.726, F.S., shall apply, but CWS shall retain a perpetual, fully-paid, non-exclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

5. **Page 13 and 14, CF Standard Contract 2019, Section 5.5. Information Security**, is hereby amended to read:

5.5. Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to CWS and/or Department information systems or maintain any client or other confidential information in electronic form:

- 5.5.1.** An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to CWS and/or the Department' security staff and will maintain an appropriate level of information security for CWS and/or the Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to CWS and/or Department information systems or any client or other confidential information. The Security Officer will ensure that any access to CWS and/or Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.
- 5.5.2.** The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to CWS and/or Department information systems or any client or other confidential information.
- 5.5.3.** All who request or have access, through the Provider's access to CWS and/or the Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the CCC.

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- 5.5.4.** The Provider shall prevent unauthorized disclosure or access, from or to CWS and/or Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.
- 5.5.5.** The Provider agrees to notify the CCC as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to CWS and/or the Department information systems or to any client or other confidential information.
- 5.5.6.** The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also at its own cost implement measures deemed appropriate by CWS and/or the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to CWS and/or Department information systems or to any client or other confidential information.
6. The highlighted portion below amends **A1-2.8.** The remainder is unaffected by this amendment.
- A1-2.8. Refugees/Entrants.** People who are eligible for RS pursuant to **45 CFR 400.43** and who are in need of the services outlined in this Contract. Refugees/Entrants, as used in this Contract include:
7. The highlighted portion below amends **B-1.** The remainder is unaffected by this amendment.
- B-1. SCOPE OF SERVICE.** Under the terms of this Contract, adult education services are to be provided only to eligible refugees/entrants who reside in Broward County, Florida. Refugees/Entrants residing in counties where no RS-funded CRS program exists may be served, with prior written approval from the CCC. **The Provider represents and warrants that they will only provide Adult Education services to the refugees/entrants, as defined in A1-2.8., and will verify eligibility of such refugees/entrants in accordance with C-1.8.**
8. **C-1.8.**, up to the colon, is amended to read as below. **C-1.8.1.** through **C-1.8.3.** are unaffected by this amendment.
- Immigration Status Verification.** Providers without lawful access to the SAVE/VIS Program shall clarify client eligibility using the procedures on page 5-2 of the Refugee Program Eligibility Guide for Service Providers. Providers with lawful access to the SAVE/VIS Program shall use the SAVE/VIS Program and shall:
9. **D-1.4.** is amended to read:
- D-1.4.** For the period **October 1, 2020 through November 30, 2021**, the Provider shall deliver at least **7,185** Comprehensive Refugee Services Units, inclusive of all services as outlined in **Exhibit F - SERVICE UNIT RATE TABLE** with a monthly minimum of **283** Service Units in Broward County, of which a minimum of 40 Service Units by Term must be new registrations.
10. **D-1.** Is amended to add:
- D-1.5.** The Provider shall provide the following service units for the period of **December 1, 2021 to September 30, 2022.**
- D-1.5.1.** The Provider shall enroll clients into at least **400** ELI courses.

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11. The highlighted portions of the below table amend F-2. The remainder is unaffected by this amendment.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
March 1, 2020 – September 30, 2020	\$270,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
Total Contract Amount	
	\$974,077.00

12. The highlighted portions of the below table amend F-3.1. The remainder is unaffected by this amendment.

Total Fixed Rate Amount (by budget period)	
Budget Period	Fixed Rate Budget Amount
March 1, 2020 – September 30, 2020	\$257,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$352,000.00
Total Fixed Rate Amount	
	\$961,077.00

13. The table below represents F-3.4. This portion is for illustrative purposes only and is unaffected by this amendment.

Total Cost Reimbursement Amount (by budget period)	
Budget Period	Cost Reimbursement Budget Amount
March 1, 2020 – September 30, 2020	\$13,000.00
October 1, 2020 – September 30, 2021	\$0.00
October 1, 2021 – September 30, 2022	\$0.00
Total Cost Reimbursement Amount	
	\$ 13,000.00

14. F1-4. is amended as highlighted below. The remainder is unaffected by this amendment.

F1-4. For the period **October 1, 2020 through November 30, 2021**, the Provider shall be assessed financial consequences in accordance with Section 6.1 of the Standard Contract, if the Provider fails to meet the minimum monthly level of service identified in **EXHIBIT D – DELIVERABLES, Section D-1.4**. A payment reduction of \$59.19 will be imposed for each service unit not met.

15. F1 is amended to add:

F1-5. Financial Consequences for future years will be added via Contract amendment.

16. Exhibit C5 is replaced by **REVISED EXHIBIT C5 – REPORTING REQUIREMENTS**.

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17. **Exhibits F2 and F3** are replaced by the attached **REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)** and **REVISED EXHIBIT F3 – SERVICE UNIT RATE TABLE**.
18. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

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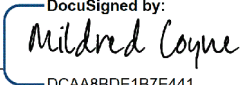
AMENDMENT #0004


CONTRACT XK060BC

IN WITNESS THEREOF, the parties cause this Amendment to be executed by their duly authorized officials.

**PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF
BROWARD COLLEGE, FLORIDA**

CHURCH WORLD SERVICE, INC.

SIGNED BY:  _____
DocuSigned by:
DCAA8BDE1B7E441...

SIGNED BY:  _____

NAME: Dr. Mildred Coyne

NAME: Erol Kekic

TITLE: Senior Vice President,
Workforce Education and Innovation

TITLE: Senior Vice President, Programs.

DATE: 4/11/2022

DATE: 4/13/2022



REVISED EXHIBIT C5 – REPORTING REQUIREMENTS

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	CWS Office
Invoice EXHIBIT F4	Monthly	15th day of each month following the service period.	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Narrative Reporting Requirements, as specified in EXHIBIT C1	Semi-Annually	April 5, 2020 October 5, 2020 April 5, 2021 October 5, 2021 April 5, 2022 October 5, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Actual Expenditure Report EXHIBIT F6	Quarterly	30 days following the end of the quarter	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Limited English Proficiency (LEP) Policy	Within 45 days following the Contract effective date and the LEP Policy Questionnaire annually thereafter	April 15, 2020 April 15, 2021 April 15, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Financial and Compliance Audit and accompanying management letter as specified in Attachment 1	Annually	Within 160 days following Provider's fiscal year end or within 30 days of Provider's receipt of the audit report, whichever occurs first	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Inventory Report EXHIBIT C2	Annually and 45 days prior to completion of Contract	August 15, 2020 August 15, 2021 August 15, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Emergency Preparedness Plan as specified in Section 9.2 of the Standard Contract	Within 20 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	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Civil Rights Compliance Checklist as specified in Section 7.13 of the Standard Contract	Within 20 days of Contract execution and annually thereafter	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Proof of Liability Insurance as specified in Section 4.5. of the Standard Contract	Within 20 days of Contract execution and annually thereafter	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@CWSGlobal.org
Support to the Deaf or Hard of Hearing as specified in Section 9.3.2 of the Standard Contract	Monthly	4 th business day of each month	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Employment Screening Affidavit as specified in Section 4.14.2. of the Standard Contract	Annually	July 15, 2020 July 15, 2021 July 15, 2022	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@CWSGlobal.org
CRS Transition Plan	Within three (3) days of Contract effective date	March 3, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
CRS Plan	Within 30 days of Contract effective date	March 30, 2020	1 electronic	Lilliam Sorzano CCC

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Required Reporting	Frequency	Due Date	Number & Type of Copies Due	CWS Office
				LSorzano@CWSGlobal.org
Uptake Analysis	Annually	December 30, 2020 December 30, 2021	1 electronic	Lillian Sorzano CCC LSorzano@CWSGlobal.org
Quality Management Plan (QMP)	45 days after Contract effective date	April 15, 2020	1 electronic	Lillian Sorzano CCC LSorzano@CWSGlobal.org
Refugee-Specific Course Offerings	Quarterly/Term	March 20, 2020 June 20, 2020 August 20, 2020 December 20, 2020 March 20, 2021 June 20, 2021 August 20, 2021 December 20, 2021 March 20, 2022 June 20, 2022 August 20, 2022	1 electronic	Lillian Sorzano CCC LSorzano@CWSGlobal.org
Executive Compensation Annual Report, PCMT-08-2021	Annually by May 1.	May 1, 2022.	one (1) electronic and/or one (1) hard copy	Lillian Sorzano CCC 1924 NW 84 th Ave Doral, FL 33126 LSorzano@CWSGlobal.org

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REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #	XK060-BC	CONTRACT AMOUNT:	\$62,135.00
CONTRACT PERIOD:		CONTRACT MANAGER:	L. Sorzano
BUDGET PERIOD:	10/01/21 - 9/30/22	# of Months in Budget Period	2
Personnel		% of budget	Estimated Total
A. Personnel	45.51%	\$	28,277.50
B. Fringe Benefits	16.38%	\$	10,178.76
C. Other Personnel Services (OPS)	0.00%	\$	-
D. Background Checks	0.00%	\$	-
Personnel Costs Total		\$	38,456
Travel			Estimated Total
E. Staff Travel/Training	0.00%	\$	-
F. Client Transportation	0.00%	\$	-
Travel Costs Total		\$	-
Expense			Estimated Total
G. Office Expenses			
1. Utilities	0.00%	\$	-
2. Telephone	0.00%	\$	-
3. Postage/Shipping	0.00%	\$	-
4. Copies/Printing	0.26%	\$	162.00
5. Office Supplies	0.03%	\$	16.00
6. Janitorial Supplies	0.00%	\$	-
7. Building Maintenance & Repair	0.00%	\$	-
8. Equipment Repair	0.00%	\$	-
9. Office Equipment	0.00%	\$	-
10. Security Services	0.00%	\$	-
H. Rental Use of Space	0.00%	\$	-
I. Rental Equipment	0.00%	\$	-
J. Insurance	0.00%	\$	-
K. Advertising/Outreach	0.00%	\$	-
L. Membership Fee/Subscriptions	0.00%	\$	-
M. Client Educational/Training Tools	32.99%	\$	20,500.00
N. Fixed Price Services	0.00%	\$	-
O. Information Resource Technology	0.07%	\$	41.79
P. Subcontracted Services	0.00%	\$	-
Q. Subcontracted Client Services	0.00%	\$	-
R. Financial Audit	0.00%	\$	-
Expense Cost Total		\$	20,720
Direct Costs			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)	0.00%	\$	-
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%	4.76%	\$	2,959.00
Direct Cost Total		\$	2,959
		100.00%	
Total Contract Budget		\$	62,134.79
Total Contract Budget Rounded to the Nearest Whole Dollar		\$	62,135.00

AMENDMENT #0004

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REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

Personnel - A & B														
Position Title	Salaries				Social Security		Medicare		Health Ins		Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project
Director	71,850.00	90%	2	10,777.50	668.21	668.21	156.27	156.27	9,348.00	1,558.00	378.00	63.00	18.32	18.32
ELI Coordinator	46,000.00	100%	2	7,666.67	475.33	475.33	111.17	111.17	9,348.00	1,558.00	378.00	63.00	13.03	13.03
RENEW Grant Specialist	40,000.00	100%	2	6,666.67	413.33	413.33	96.67	96.67	9,348.00	1,558.00	378.00	63.00	11.33	11.33
Administrative Specialist (Part-Time)	19,000.00	100%	2	3,166.67	196.33	196.33	45.92	45.92	-	-	-	-	-	-
Totals	176,850.00			28,277.50	1,753.21	1,753.21	410.02	410.02	28,044.00	4,674.00	1,134.00	189.00	42.69	42.69
*Broward College may apply a cost of living increase of up to 2% to all employees during the contract year.														
Personnel - A & B (Continued)														
Position Title	Salaries				Disability Ins		Workers Comp		Retirement/Pension		Totals			
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project		Salary & Benefits Charged to Project	
Director	71,850.00	90%	2	10,777.50	21.56	21.56	-	-	1,165.13	1,166.13	3,651.48		14,428.98	
ELI Coordinator	46,000.00	100%	2	7,666.67	15.33	15.33	-	-	829.53	829.53	3,066.40		10,732.07	
RENEW Grant Specialist	40,000.00	100%	2	6,666.67	13.33	13.33	-	-	721.33	721.33	2,877.00		9,543.67	
Administrative Specialist (Part-Time)	19,000.00	100%	2	3,166.67	-	-	-	-	342.63	342.63	564.88		3,751.55	
Totals	176,850.00	100%		28,277.50	50.22	50.22	-	-	3,059.63	3,059.63	10,478.76		38,456.28	
*Rounded to the nearest dollars														
Legend: CTRB - Contribution														
PERSONNEL NARRATIVE														
Director	The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files.													
Data Analyst/ELI Coordinator	ELI Coordinator will be responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Manages and supervises ESOL instructors and courses. Serves as the CASAS Administrator; scores, records and communicates all clients' assessment tests results; and coordinates trainings for instructors. Serves as Burlington/English program administrator; register students, add classes, add instructors, and generate students' progress report; creating course reference numbers and maintaining course and instructor information in the Broward College CID system. Refer clients who complete the 3rd ESOL and higher course levels to employment and vocational providers. Serves as a resource instructor to classroom instructors to enhance their success in meeting students' needs. Monitors and reports instructional hours and student attendance. Responsible for creating and maintaining the Quick reference database; entering required data into the RSDS and CD systems.													
RENEW Grant Specialist	Responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Completes program administrative duties such as payroll and purchase orders. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.													
Part-time Administrative Specialist	Assists with all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties.													
FRINGE BENEFITS														
TYPE	DESCRIPTION													
Social Security	6.2% Social Security X \$28,277.50 staff salaries= \$1,753.21 (rounded to nearest\$).													
Medicare	1.45% Medicare X \$28,277.50 of staff salaries= \$410.02 (Rounded to nearest\$).													
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 2 months per full time employee.													
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$372.00 per year or \$31.00 per month per full time employee. Dental Insurance is calculated at \$31.00 X 2 months per full time employee.													
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .17% of staff salary.													
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .20% of full-time staff (FTE) salaries.													
Workers Comp	Workers comp is provided by the college to all employees.													
Unemployment Ins														
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 10.82% of Staff (FTE) salaries. Total salaries times 10.82% or \$28,277.50 X 10% = \$3,059.63 (Rounded to nearest\$).													



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

C. OTHER PERSONNEL SERVICES (OPS)					
Position	Salary/ Wages	Hours	Months/ Weeks	% on Proj.	Total
OPS Total					\$ -

OPS, temporary employees or part time administrative assistance is occasionally necessary for service delivery, should there be an influx in client numbers, a shortage in staffing or to help maintain an appropriate level of service delivery.

D. BACKGROUND CHECKS				
Description	Type	# of Units	Unit Cost	Total
Background checks	staff	0	\$ -	\$ -
				\$ -
Background Checks Total				\$ -

Background checks may include, but are not limited to initial employment and ongoing random drug & alcohol testing, preliminary criminal background checks, initial and ongoing driving record background reports, initial and ongoing criminal record/fingerprinting checks by FDLE, and local county background checks, of all employees, or for employees who transport children or who are promoted to a position which requires additional testing.

E. STAFF TRAVEL & TRAINING ITEM				
Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	74.5	0	-
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage				\$ -

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	1	1	1	-
Conferences/Meetings - Professional and Academic	\$ -	1	1	1	-
Airfare	\$ -	1	1	1	-
Registration Fees	\$ -	1	1	1	-
Per Diem	\$ -	1	1	1	-
Hotel/Lodging	\$ -	1	1	1	-
Car Rental	\$ -	0	0	0	-
Incidental Expenses	\$ -	0	0	0	-
Subtotal Conference/Meeting Travel and Training					\$ -
*Rounded to the nearest dollar					Staff Travel & Training Total
					\$ -

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 0 miles per month X 0.445 X 2= \$0 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional Professional development training in conferences, not offered by Broward College, will be made available to all staff estimated in \$00.00 including conference registration fee, airfare, lodging, per diem and transportation expenses.

F. CLIENT TRANSPORTATION					
Description	Expense	Est. Unit Cost	Est. # of Units per Month	Months	Total
Broward County Transit Bus Passes - Regular Monthly average rate of \$58.90					-
Broward County Transit Bus Passes - Regular Weekly (7 days) average rate of \$20.00	\$ -		0	0	-
Broward County Transit Bus Passes - Student Monthly (31 days) average rate of \$50.00	\$ -		0	0	-
\$					-

The lack of transportation is an obstacle in the ability of some clients to attend classes offered by RENEW. In such situations, RENEW will provide travel assistance in the form of bus passes to currently enrolled clients when a transportation barrier to attending classes and other allowable activities is identified by the Intake staff, Administrative Specialist, or the Manager. The bus passes permit clients to participate in allowable activities such as job interviews, educational class/training, educational workshops, etc. For bus passes, which include daily, weekly and monthly passes for college students and non-college student rates: the amount described is the current rate; should the rate increase, an adjustment will be made to the maximum amount per ticket allowed without the need of a formal contract amendment. Estimated total cost of bus passes: Calculated as follows: thirtyone (31) days bus pass at a cost of \$0.00 per pass X 0 units X 0 months.



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

Expense Category

G. OFFICE EXPENSES

1. Utilities

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					-
					-
Utilities Estimated Total					\$ -

Currently, Broward College and/or Coral Springs Charter School (CSCS) provide telephone services at no cost to Project RENEW at the location of service. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.

2. Telephone

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Telephone	\$ -	0	0	100%	-
					-
Telephone Estimated Total					\$ -

Currently, Broward College provide telephone services at all the locations where Project RENEW offers services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.

3. Postage/Shipping

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 13.33	1	0	100%	-
					-
Postage/Shipping Estimated Total					\$ -

Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.

4. Copies/Printing

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Business Cards		1	1	100%	-
Copying charges	\$ 0.10	810	2	100%	162.00
					-
Copies/Printing Estimated Total					\$ 162

Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing per month 810 copies at .10 X 2 months is approximately \$162.

5. Office Supplies

Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 8.00	0	2	100%	16.00
					-
* Rounded to the nearest dollar					
Office Supplies Total					\$ 16

Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$30.00.

6. Janitorial Supplies

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Janitorial supplies	\$ -	1	5	100%	-
					-
Janitorial Supplies Estimated Total					\$ -

Where classes at held at locations other than Broward College campuses, such as is currently done at the Coral Springs Charter School in Coral Springs,FL, janitorial supplies are occasionally needed. Janitorial supplies may include, but are not limited to, paper towels, cleaning supplies, hand soap, hand sanitizer, and toilet paper.

7. Building/Maintenance

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Building Maintenance	\$ -	0	0	100%	-
					-
Building Maintenance/Repair Estimated Total					\$ -

Currently, all the locations at which Project RENEW offers services are fully maintained by Broward College and or the institutions at which services are provided at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with building maintenance.



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

8. Equipment Repair					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 914.00	1	0	100%	-
	\$ -				-
\$ 3.00					\$ -
<p>NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.</p>					
9. Office Equipment					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Store/ filing cabinets			1	100%	
Computers/Laptops			1	100%	
Office furniture	\$ -		1	100%	-
Other office equipment			1	100%	
Office Equipment Estimated Total					\$ -
<p>NARRATIVE: Office equipment may include but is not limited to laptops, computers, computer monitors, printer, scanners, fax machine, office furniture, filing cabinets and other furnishings and equipment that may be required for normal operations.</p>					
10. Security Services					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Security Services	\$ -	2	12	100%	-
	\$ -				-
Security Services Estimated Total					\$ -
<p>Currently, security services are provided by Broward College or the institutions at which Project RENEW offers client services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with security services.</p>					
TOTAL ESTIMATED OFFICE EXPENSES COST					\$ 178

Expense Category (continued)

H. RENTAL OF USE OF SPACE

Address of Rental or Use of Space	Estimated Price per Square Foot/Unit	Estimated # of Days	Estimated # of Months	% to Project	Total
Coral Springs Charter School (CSCS)	\$ -	-	0	100%	\$ -
Broward College classrooms and administrative space	\$ -	-	0	100%	\$ -
Classroom and/or administrative space	\$ -	-	0	100%	\$ -
Rental or Use of Space Estimated Total					\$ -

Rental expenses include rent or lease on properties necessary for the delivery of the contracted services. Rent or lease expenses on buildings or other rental costs are incurred to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area, alternatives available; and the type, condition and value of the property leased. Costs may include the cost of alterations of such leased property, provided such alterations are necessary for the performance of the contract, and of reasonable restoration required by the provisions of the lease and are not included in the rental agreement. Broward College is currently providing several administrative offices and the use of classroom space on various campuses at no charge to Project RENEW. However, to properly deliver contracted services, Project RENEW may incur rental expenses at Coral Springs Charter School (CSCS) and any other Broward College-approved location.

I. RENTAL EQUIPMENT

Rental Equipment	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Office Equipment	\$ -		10	100%	\$ -
Classroom Equipment	\$ -		10	100%	\$ -
Rental Equipment Estimated Total					\$ -

Rental equipment may be necessary for the delivery of contracted services. Such equipment may include, but is not limited to, furniture, fixtures, multimedia devices/programs and speech/language instruction software.

J. INSURANCE

Insurance Type	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
					\$ -
Insurance Estimated Total					\$ -
N/A					



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

K. ADVERTISING/OUTREACH					
Advertising Expense Item	Estimated Unit Cost	# of Units/ Months	% to Project	Total	
Broadcast media		12	100%	\$	-
Newspaper	\$ -	12	100%	\$	-
Printed material		1	100%	\$	-
Advertising/Outreach Estimated Total				\$	-
Advertising/Outreach costs are incurred to increase awareness of the program and the services offered by the program to the refugee/asylee population in Broward County. Broadcast media may include, but is not limited to, radio and television. Printed material may include, but is not limited to, brochures, postcards, posters and other promotional materials that may be printed and used in advertising/outreach services.					
L. MEMBERSHIP FEES & SUBSCRIPTIONS					
Membership/Subscription	Estimated Unit Cost	# of Units	# of Months	% to Project	Total
Membership to professional organizations	\$ -	0	0	100%	\$ -
Membership to educational/academic organizations	\$ -	0	0	100%	\$ -
Membership Fees and Subscriptions Estimated Total				\$	-
Membership fees and subscriptions costs include, but are not limited to, the costs associated with participating and/or becoming members of local, state, and national professional and academic organizations necessary to obtain information about innovative ideas and effective strategies on how to best provide the contracted services to the refugee/asylee population.					
M. CLIENT EDUCATIONAL AND TRAINING TOOLS					
Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors' Wages	\$ 25.00	410	2	100%	\$ 20,500.00
ELI - Educational Material	\$ 30.00	0	0	100%	\$ -
ELI Vouchers	\$ 70.00	1	0	100%	\$ -
Admission Application Fees	\$ -	0	1	100%	\$ -
*Rounded to the nearest dollar Client Education and Training Tools Estimated Total				\$	20,500
Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student IDs, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC IDs. The proposed budget will cover the following items: ELI instructors wages at an estimated rate of \$25.00 X 388 class hours X 2 months totaling an estimated cost of \$20,500.00 and may include instruction in any of the following types of ELI: ESOL, ELCATE, ESOLAS, WRS, Citizenship and GED. Educational materials total estimated cost \$0. Client Educational expenditures may include vouchers and internal scholarships for clients' registration in approved courses.					
N. FIXED PRICE SERVICES (if applicable)					
Service	Est. # of Units	Fixed Rate	Total		
			\$	-	
Fixed Price Services Estimated Total			\$	-	
NARRATIVE: NA					
O. INFORMATION RESOURCE TECHNOLOGY					
IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 41.79	1	1	100%	\$ 41.79
Computer/laptop maintenance	\$ -	0	0	0%	\$ -
IRT Estimated Total				\$	42
Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, DCF Oracle System access, and SAVE System access.					



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

P. SUBCONTRACTED SERVICES					
Subcontracted Services		Est. Unit Cost	Est. # of Months/Units	% to Project	Total
		\$ -			\$ -
Subcontracted Services Estimated Total					\$ -
Project RENEW does not currently subcontract any administrative services, as all administrative services are handled in house or provided by Broward College at no cost to the program. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.					
Q. SUBCONTRACTED CLIENT SERVICES					
Client Services		Est. Unit Cost	Est. # of Units	% to Project	Total
Client Services		\$ -	0	100%	\$ -
Client Services Estimated Total					\$ -
Project RENEW does not currently subcontract any client services. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.					
R. FINANCIAL AUDIT					
Financial Audit Type		Est. Unit Cost	Est. # of Units	% to Project	Total
Financial Audit		\$ -	0	0%	\$ -
Financial Audit Estimated Total					\$ -
Anticipated expenditures to perform an independent financial audit performed by a licensed audit firm under chapter 473, S.S. Broward College financial audits are conducted by the State of Florida Auditor General.					
S. OPERATING CAPITAL OUTLAY (OCO >\$1,000.00)					
OCO Expense Description		Est. Unit Cost	Est. # of Units	% to Project	Total
					\$ -
OCO Estimated Total					\$ -
NARRATIVE:					
T. INDIRECT COSTS					
Total Personnel, Travel, and Expenses				\$	59,176.05
Indirect Cost Rate					5%
				Indirect Costs Total (less OCO)	\$ 2,959
Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services). BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2019-20.					
U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)					
IRT Expense (Non-recurring) Description		Est. Unit Cost	Est. # of Units	% to Project	Total
Computers/ Laptops computers					\$ -
Printers					\$ -
IRT (non-recurring) Estimated Total					\$ -
NARRATIVE: Although no budget amount is allocated to Equipment (Non-OCO) at this time, the line item is for anticipated expenditures for durable goods include, but are not limited to, computers/laptops, printers, software and other multimedia devices to be used for administrative purposes.					
TOTAL BUDGET AMOUNT					\$ 62,135



AMENDMENT #0004

CONTRACT XK060BC

REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #	XK060-BC	CONTRACT AMOUNT:	\$289,865.00
CONTRACT PERIOD:		CONTRACT MANAGER:	L. Sorzano
BUDGET PERIOD:	12/01/21 - 9/30/22	# of Months in Budget Period	10
Personnel		% of budget	
		Estimated Total	
A. Personnel	49.98%	\$	144,876.17
B. Fringe Benefits	17.78%	\$	51,550.78
C. Other Personnel Services (OPS)	0.00%	\$	-
D. Background Checks	0.00%	\$	-
Personnel Costs Total		\$	196,427
Travel		Estimated Total	
E. Staff Travel/Training	0.08%	\$	218.03
F. Client Transportation	0.00%	\$	-
Travel Costs Total		\$	218
Expense		Estimated Total	
G. Office Expenses			
1. Utilities	0.00%	\$	-
2. Telephone	0.00%	\$	-
3. Postage/Shipping	0.00%	\$	8.00
4. Copies/Printing	0.07%	\$	200.00
5. Office Supplies	0.04%	\$	127.50
6. Janitorial Supplies	0.00%	\$	-
7. Building Maintenance & Repair	0.00%	\$	-
8. Equipment Repair	0.32%	\$	914.00
9. Office Equipment	0.00%	\$	-
10. Security Services	0.00%	\$	-
H. Rental Use of Space	0.00%	\$	-
I. Rental Equipment	0.00%	\$	-
J. Insurance	0.00%	\$	-
K. Advertising/Outreach	0.00%	\$	-
L. Membership Fee/Subscriptions	0.00%	\$	-
M. Client Educational/Training Tools	26.91%	\$	78,000.00
N. Fixed Price Services	0.00%	\$	-
O. Information Resource Technology	0.06%	\$	167.04
P. Subcontracted Services	0.00%	\$	-
Q. Subcontracted Client Services	0.00%	\$	-
R. Financial Audit	0.00%	\$	-
Expense Cost Total			79,417
Direct Costs		Estimated Total	
S. Operating Capital Outlay (>\$1,000.00)	0.00%	\$	-
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%	4.76%	\$	13,803.00
Direct Cost Total		\$	13,803
		100.00%	
Total Contract Budget		\$	289,864.57
Total Contract Budget Rounded to the Nearest Whole Dollar		\$	289,865.00

AMENDMENT #0004

CONTRACT XK060BC

REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

Personnel - A & B																
Position Title	Salaries			Social Security			Medicare			Health Ins			Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project
Director	71,850.00	90%	10	53,887.50	3,341.03	3,341.03	781.37	781.37	9,348.00	7,790.00	378.00			315.00	91.61	91.61
ELI Coordinator	46,920.00	100%	10	39,100.00	2,424.20	2,424.20	566.95	566.95	9,348.00	7,790.00	378.00			315.00	66.47	66.47
PSAV Specialist	43,166.40	100%	10	35,972.00	2,230.26	2,230.26	521.59	521.59	9,348.00	7,790.00	378.00			315.00	61.15	61.15
Administrative Specialist (Part-Time)	19,100.00	100%	10	15,916.67	986.83	986.83	230.79	230.79								
Totals	181,036.40	100%		144,876.17	8,982.32	8,982.32	2,100.70	2,100.70	28,044.00	23,370.00	1,134.00			945.00	219.23	219.23
*Broward College may apply a cost of living increase of up to 2% to all employees during the contract year.																
Personnel - A & B (Continued)																
Position Title	Salaries			Disability Ins			Workers Comp			Retirement/Pension			Totals			
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project				
Director	71,850.00	90%	10	53,887.50	107.78	107.78	-	-	5,830.63	5,830.63	18,257.41	72,144.91				
ELI Coordinator	46,920.00	100%	10	39,100.00	78.20	78.20	-	-	4,230.62	4,230.62	15,471.44	54,571.44				
RENEW Grant Specialist	43,166.40	100%	10	35,972.00	71.94	71.94	-	-	3,892.17	3,892.17	14,882.12	50,854.12				
Administrative Specialist (Part-Time)	19,100.00	100%	10	15,916.67	-	-	-	-	1,722.18	1,722.18	2,939.81	18,856.48				
Totals	181,036.40	100%		144,876.17	257.92	257.92	-	-	15,675.60	15,675.60	51,550.78	196,426.94				
*Rounded to the nearest dollars																
Legend:	CTR - Contribution															
PERSONNEL NARRATIVE																
Director	The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files.															
Data Analyst/ELI Coordinator	ELI Coordinator will be responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Manages and supervises ESOL instructors and courses. Serves as the CASAS Administrator; scores, records and communicates all clients' assessment tests results; and coordinates trainings for instructors. Serves as Burlington/English program administrator: register students, add classes, add instructors, and generate students' progress report; creating course reference numbers and maintaining course and instructor information in the Broward College CID system. Refer clients who complete the 3rd ESOL and higher course levels to employment and vocational providers. Serves as a resource instructor to classroom instructors to enhance their success in meeting students' needs. Monitors and reports instructional hours and student attendance. Responsible for creating and maintaining the Quick reference database; entering required data into the RSDS and CD systems.															
RENEW Grant Specialist	Responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Completes program administrative duties such as payroll and purchase orders. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.															
Part-time Administrative Specialist	Assists with all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties.															
FRINGE BENEFITS																
TYPE	DESCRIPTION															
Social Security	6.2% Social Security X \$144,876.17 staff salaries= \$8,982.32 per 10 months.															
Medicare	1.45% Medicare X \$144,876.17 of staff salaries= \$2,100.70 per 10 months.															
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 10 months per full time employee.															
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$378.00 per year or \$31.50 per month per full time employee. Dental Insurance is calculated at \$31.50 X 10 months per full time employee.															
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .17% of staff salary.															
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .20% of full-time staff (FTE) salaries.															
Workers Comp	Workers comp is provided by the college to all employees.															
Unemployment Ins																
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 10.82% of Staff (FTE) salaries. Total salaries times 10% or \$144,876.17 X 10.82% = \$15,675.60 per 10 months.															



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

C. OTHER PERSONNEL SERVICES (OPS)					
Position	Salary/ Wages	Hours	Months/ Weeks	% on Proj.	Total
Part time administrative assistant	\$0.00	20	15.00		\$ -
OPS Total					\$ -

OPS, temporary employees or part time administrative assistance is occasionally necessary for service delivery, should there be an influx in client numbers, a shortage in staffing or to help maintain an appropriate level of service delivery.

D. BACKGROUND CHECKS				
Description	Type	# of Units	Unit Cost	Total
Background checks	staff	0	\$ -	\$ -
Background Checks Total				\$ -

Background checks may include, but are not limited to initial employment and ongoing random drug & alcohol testing, preliminary criminal background checks, initial and ongoing driving record background reports, initial and ongoing criminal record/fingerprinting checks by FDLE, and local county background checks, of all employees, or for employees who transport children or who are promoted to a position which requires additional testing.

E. STAFF TRAVEL & TRAINING ITEM				
Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	44.5	10	198.03
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage				\$ 198

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	1	1	1	-
Conferences/Meetings - Professional and Academic	\$ 20.00	1	1	1	20.00
Airfare	\$ -	1	1	1	-
Registration Fees	\$ -	1	1	1	-
Per Diem	\$ -	1	1	1	-
Hotel/Lodging		1	1	1	-
Car Rental	\$ -	0	0	0	-
Incidental Expenses	\$ -	0	0	0	-

Subtotal Conference/Meeting Travel and Training	\$ 20
*Rounded to the nearest dollar	Staff Travel & Training Total
	\$ 218

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 74.5 miles per month X 0.445 X 10 = \$331.53 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional Professional development training in conferences, not offered by Broward College, will be made available to all staff estimated in \$50.00 including conference registration fee, airfare, lodging, per diem and transportation expenses.

F. CLIENT TRANSPORTATION					
Description	Expense	Est. Unit Cost	Est. # of Units per Month	Months	Total
Broward County Transit Bus Passes - Regular Monthly average rate of \$58.90					-
Broward County Transit Bus Passes - Regular Weekly (7 days) average rate of \$20.00	\$ -		0	0	-
Broward County Transit Bus Passes - Student Monthly (31 days) average rate of \$50.00	\$ -		0	0	-
\$					-

The lack of transportation is an obstacle in the ability of some clients to attend classes offered by RENEW. In such situations, RENEW will provide travel assistance in the form of bus passes to currently enrolled clients when a transportation barrier to attending classes and other allowable activities is identified by the Intake staff, Administrative Specialist, or the Manager. The bus passes permit clients to participate in allowable activities such as job interviews, educational class/training, educational workshops, etc. For bus passes, which include daily, weekly and monthly passes for college students and non-college student rates: the amount described is the current rate; should the rate increase, an adjustment will be made to the maximum amount per ticket allowed without the need of a formal contract amendment. Estimated total cost of bus passes: Calculated as follows: thirtyone (31) days bus pass at a cost of \$0.00 per pass X 0 units X 0 months.



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

<i>Expense Category</i>						
G. OFFICE EXPENSES						
1. Utilities						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
						-
						-
Utilities Estimated Total					\$	-
Currently, Broward College and/or Coral Springs Charter School (CSCS) provide telephone services at no cost to Project RENEW at the location of service. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.						
2. Telephone						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Telephone	\$ -	0	0	100%		-
						-
Telephone Estimated Total					\$	-
Currently, Broward College provide telephone services at all the locations where Project RENEW offers services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with telephone services.						
3. Postage/Shipping						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Postage/Shipping - various mail & shipping carriers	\$ 8.00	1	1	100%		8.00
						-
Postage/Shipping Estimated Total					\$	8
Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.						
4. Copies/Printing						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Business Cards		1	1	100%		-
Copying charges	\$ 0.10	200	10	100%		200.00
						-
Copies/Printing Estimated Total					\$	200
Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$241.						
5. Office Supplies						
Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total	
Office supplies	\$ 12.75	1	10	100%		127.50
						-
* Rounded to the nearest dollar					Office Supplies Total	\$ 128
Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$12.75 per month X 10 months.						
6. Janitorial Supplies						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Janitorial supplies	\$ -	1	5	100%		-
						-
Janitorial Supplies Estimated Total					\$	-
Where classes at held at locations other than Broward College campuses, such as is currently done at the Coral Springs Charter School in Coral Springs,FL, janitorial supplies are occasionally needed. Janitorial supplies may include, but are not limited to, paper towels, cleaning supplies, hand soap, hand sanitizer, and toilet paper.						
7. Building/Maintenance						
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total	
Building Maintenance	\$ -	0	0	100%		-
						-
Building Maintenance/Repair Estimated Total					\$	-
Currently, all the locations at which Project RENEW offers services are fully maintained by Broward College and or the institutions at which services are provided at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with building maintenance.						



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

8. Equipment Repair

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 914.00	1	1	100%	914.00
	\$ -				-
\$ 3.00					\$ 914

NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.

9. Office Equipment

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Store/ filing cabinets			1	100%	
Computers/Laptops			1	100%	
Office furniture	\$ -		1	100%	-
Other office equipment			1	100%	
Office Equipment Estimated Total					

NARRATIVE: Office equipment may include but is not limited to laptops, computers, computer monitors, printer, scanners, fax machine, office furniture, filing cabinets and other furnishings and equipment that may be required for normal operations.

10. Security Services

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Security Services	\$ -	2	12	100%	-
	\$ -				-
Security Services Estimated Total					\$ -

Currently, security services are provided by Broward College or the institutions at which Project RENEW offers client services at no cost to Project RENEW. However, in the event that Project RENEW partners with other agencies or institutions to offer client services, the program may incur some costs associated with security services.

TOTAL ESTIMATED OFFICE EXPENSES COST \$ 1,250

Expense Category (continued)

H. RENTAL OF USE OF SPACE

Address of Rental or Use of Space	Estimated Price per Square Foot/Unit	Estimated # of Days	Estimated # of Months	% to Project	Total
Coral Springs Charter School (CSCS)	\$ -	-	0	100%	\$ -
Broward College classrooms and administrative space	\$ -	-	0	100%	\$ -
Classroom and/or administrative space	\$ -	-	0	100%	\$ -
Rental or Use of Space Estimated Total					\$ -

Rental expenses include rent or lease on properties necessary for the delivery of the contracted services. Rent or lease expenses on buildings or other rental costs are incurred to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area, alternatives available; and the type, condition and value of the property leased. Costs may include the cost of alterations of such leased property, provided such alterations are necessary for the performance of the contract, and of reasonable restoration required by the provisions of the lease and are not included in the rental agreement. Broward College is currently providing several administrative offices and the use of classroom space on various campuses at no charge to Project RENEW. However, to properly deliver contracted services, Project RENEW may incur rental expenses at Coral Springs Charter School (CSCS) and any other Broward College-approved location.

I. RENTAL EQUIPMENT

Rental Equipment	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Office Equipment	\$ -		10	100%	\$ -
Classroom Equipment	\$ -		10	100%	\$ -
Rental Equipment Estimated Total					\$ -

Rental equipment may be necessary for the delivery of contracted services. Such equipment may include, but is not limited to, furniture, fixtures, multimedia devices/programs and speech/language instruction software.

J. INSURANCE

Insurance Type	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
					\$ -
Insurance Estimated Total					\$ -

N/A



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

K. ADVERTISING/OUTREACH				
Advertising Expense Item	Estimated Unit Cost	# of Units/ Months	% to Project	Total
Broadcast media		12	100%	\$ -
Newspaper	\$ -	12	100%	\$ -
Printed material		1	100%	\$ -
Advertising/Outreach Estimated Total				\$ -

Advertising/Outreach costs are incurred to increase awareness of the program and the services offered by the program to the refugee/asylee population in Broward County. Broadcast media may include, but is not limited to, radio and television. Printed material may include, but is not limited to, brochures, postcards, posters and other promotional materials that may be printed and used in advertising/outreach services.

L. MEMBERSHIP FEES & SUBSCRIPTIONS					
Membership/Subscription	Estimated Unit Cost	# of Units	# of Months	% to Project	Total
Membership to professional organizations	\$ -	0	0	100%	\$ -
Membership to educational/academic organizations	\$ -	0	0	100%	\$ -
					\$ -

Membership fees and subscriptions costs include, but are not limited to, the costs associated with participating and/or becoming members of local, state, and national professional and academic organizations necessary to obtain information about innovative ideas and effective strategies on how to best provide the contracted services to the refugee/asylee population.

M. CLIENT EDUCATIONAL AND TRAINING TOOLS					
Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors' Wages	\$ 25.00	365	8	100%	\$ 73,000.00
ELI - Educational Material	\$ 25.00	100	2	100%	\$ 5,000.00
	\$ -			100%	\$ -
Admission Application Fees	\$ -			100%	\$ -
*Rounded to the nearest dollar Client Education and Training Tools Estimated Total					\$ 78,000

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student IDs, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC IDs. The proposed budget will cover the following items: ELI instructors wages at an estimated rate of \$25.00 X 365 class hours X 8 months totaling an estimated cost of \$73,000.00 and may include instruction in any of the following types of ELI: ESOL, ELCATE, ESOLAS, WRS, Citizenship and GED. Educational materials total estimated cost = \$5,000.00. Client Educational expenditures may include vouchers and internal scholarships for clients' registration in approved courses.

N. FIXED PRICE SERVICES (if applicable)			
Service	Est. # of Units	Fixed Rate	Total
			\$ -
Fixed Price Services Estimated Total			\$ -

NARRATIVE: NA

O. INFORMATION RESOURCE TECHNOLOGY					
IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 41.76	2	2	100%	\$ 167.04
Computer/laptop maintenance	\$ -	0	0	0%	\$ -
IRT Estimated Total					\$ 167

Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, DCF Oracle System access, and SAVE System access.



REVISED EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY 2022)

P. SUBCONTRACTED SERVICES

Subcontracted Services	Est. Unit Cost	Est. # of Months/Units	% to Project	Total
Administrative services	\$ -	0	0%	\$ -
	\$ -			\$ -
Subcontracted Services Estimated Total				\$ -

Project RENEW does not currently subcontract any administrative services, as all administrative services are handled in house or provided by Broward College at no cost to the program. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.

Q. SUBCONTRACTED CLIENT SERVICES

Client Services	Est. Unit Cost	Est. # of Units	% to Project	Total
Client Services	\$ -	0	100%	\$ -
Client Services Estimated Total				\$ -

Project RENEW does not currently subcontract any client services. This line item is kept at 'zero' in the event that such an expense may become necessary in order to best provide the contracted services to the client.

R. FINANCIAL AUDIT

Financial Audit Type	Est. Unit Cost	Est. # of Units	% to Project	Total
Financial Audit	\$ -	0	0%	\$ -
				\$ -
Financial Audit Estimated Total				\$ -

Anticipated expenditures to perform an independent financial audit performed by a licensed audit firm under chapter 473, S.S. Broward College financial audits are conducted by the State of Florida Auditor General.

S. OPERATING CAPITAL OUTLAY (OCO >\$1,000.00)

OCO Expense Description	Est. Unit Cost	Est. # of Units	% to Project	Total
				\$ -
				\$ -
OCO Estimated Total				\$ -

NARRATIVE:

T. INDIRECT COSTS

Total Personnel, Travel, and Expenses	\$ 276,061.51
Indirect Cost Rate	5%
Indirect Costs Total (less OCO)	\$ 13,803

Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2021-22.

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)

IRT Expense (Non-recurring) Description	Est. Unit Cost	Est. # of Units	% to Project	Total
Computers/ Laptops computers				\$ -
Printers				\$ -
				\$ -
IRT (non-recurring) Estimated Total				\$ -

NARRATIVE: Although no budget amount is allocated to Equipment (Non-OCO) at this time, the line item is for anticipated expenditures for durable goods include, but are not limited to, computers/laptops, printers, software and other multimedia devices to be used for administrative purposes.

TOTAL BUDGET AMOUNT \$ 289,865



AMENDMENT #0004

CONTRACT XK060BC

REVISED EXHIBIT F3 – SERVICE UNIT RATE TABLE

SERVICE UNIT RATE TABLE	
Comprehensive Refugee Services Unit Type	
Adult Education	Unit Cost
Registration	\$25.00
Pre-Test / Post-Test	\$15.00
Voucher Cost and Administration	\$70.00
Monthly Client Guidance and Retention Activities	\$35.00
Enrollment into ELI Level Course	\$220.00
Literacy Completion Point (LCP) and/or Pass Payment	\$30.00
Instructional Hours	\$40.00



AMENDMENT #0003

Contract # XK060BC

Effective the latter of May 28, 2021 or the last date of the signatories, this amends the above referenced **Contract as follows:**

1. The attached Executive Compensation Annual Report, PCMT-08-2021, is added and is due on annual basis by May 1st of each year.
2. The following is added to **EXHIBIT C5 – REPORTING REQUIREMENTS:**

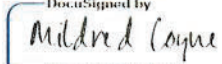
Executive Compensation Annual Report, PCMT-08-2021	Annually by May 1.	May 1, 2022	one (1) electronic and/or one (1) hard copy	Lillian Sorzano CCC 1924 NW 84th Ave Doral, FL 33126 LSorzano@CWSGlobal.org
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3. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

CHURCH WORLD SERVICE, INC.

DocuSigned by

 SIGNED BY: Dr. Mildred Coyne
 NAME: Senior Vice President, Workforce Education and Innovation
 TITLE: _____
 DATE: 6/14/2021

SIGNED BY: 
Erol Kekic
 NAME: _____
 TITLE: Senior Vice President, Immigration and Refugee Program
 DATE: 6/30/2021



Executive Compensation Annual Report

Instructions: Upon entering into a contract with the Department of Children and Families (Department), and annually by May 1 of each year, Providers in a contract with the Department must complete Sections 1 and 2 of this form, and Section 3 if required. Completion of this document is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) and Executive Order 20-44. All references to entity or contract(s) in Sections 2 and 3 shall refer to the Entity and Contract(s) identified in Section 1. Upon completion submit this form to the relevant Department Contract manager(s).

Section 1: Attestation

I attest to my authority to make binding representations on behalf of the entity listed below, that the information contained in this document is accurate and complete to the best of the below-listed entity's knowledge, and that both I and the below-listed entity intend the Department rely upon the information contained in this document in performance of its official duties under FFATA, state law, and Executive Order 20-44.

Broward College

Entity Name

Contract #XK060BC

Department Contract Numbers

076023225

DUNS Number

Kareen Torres, Associate Vice President, Resource Development & Sponsored Programs

Printed Name of Authorized Person

Kareen Torres

Signature of Authorized Person

6/28/21

Date

Section 2: Qualifying Questions

1) Did one or more of the contract(s) result from the Entity being named in federal law or Florida Statutes (substantive or appropriation) as the required recipient of a single source, public-private agreement?

Yes

No

2) Over the past fiscal year, did the Entity receive 50% or more of its budget from either the State of Florida or from a combination of State and Federal funds?

Yes

No

3) During the preceding fiscal year, did the Entity: (a) receive more than \$25 million in total federal funding, (b) the federal funds so received accounted for more than 80% of the Provider's annual gross revenue, and (c) was the compensation of top five executives for the preceding fiscal year not available publicly?

Yes

No

If the answer to any question in this section is Yes, you must proceed to and complete **Section 3**. Otherwise, submit this form to your relevant Department Contract Manager.



AMENDMENT # 0002

Contract # XK060BC

This AMENDMENT entered into between Church World Service, Inc., hereinafter referred to as "CWS" and the District Board of Trustees of Broward College, Florida, hereinafter referred to as the "Provider," amends Contract XK060BC.

Effective October 1, 2020, this amends the above referenced **Contract as follows:**

1. The purpose of Amendment #0002 is to restate the contract documents and replace the XK060BC Contract, Exhibit A-F, and Attachment 1-3 signed in March 2020 with the attached XK060BC Contract, Exhibit A-F, and Attachments 1-3 attached hereto. Pages 1-91 are deleted in its entirety and Pages 1-76 are inserted in lieu thereof and attached hereto.
2. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

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AMENDMENT # 0002


Contract # XK060BC

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF
BROWARD COLLEGE, FLORIDA

CHURCH WORLD SERVICE, INC.

SIGNED BY:  _____
DocuSigned by:
DCAA8BDE1B7E441...

SIGNED BY:  _____

NAME: Dr. Mildred Coyne
TITLE: Senior Vice President,
Workforce Education and Innovation

NAME: Erol Kekic
TITLE: Senior Vice President,
Immigration and Refugee Program

DATE: 12/15/2020

DATE: 12/18/2020



Contract No. XK060BC
CFDA No. 93.566
CSFA No. N/A

Client Services Non-Client
Subrecipient Vendor
Federal Funds State Funds

THIS CONTRACT is entered between Church World Service, Inc., hereinafter referred to as “**CWS**” and the **District Board of Trustees of Broward College, Florida**, hereinafter referred to as the “**Provider**”. If this document is denoted above as a GRANT AGREEMENT, the term “Contract” as it may appear hereinafter shall be construed to mean “Grant” or “Grant Agreement” as the context may provide. Similarly, the term “Provider” shall be construed to mean “Grantee” and the term “CCC” shall be construed to mean “Contract Compliance Coordinator”.

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

CWS and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

CWS is engaging the Provider for the purpose of delivering refugee adult education services and to assist refugees and entrants to become economically self-sufficient as quickly as possible following their arrival in the United States, as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed \$760,898.00.

1.2. Official Payee and Party Representatives

1.2.1. The name, address, telephone number and e-mail address of the Provider’s official payee to whom the payment shall be directed on behalf of the Provider are:

Name: Diane Peart
Associate Vice President, Workforce & Continuing Education
Address: The District Board of Trustees of Broward College
Cypress Creek Administrative Center, 6400 N.W. 6th Way, Office – 171
City: Ft Lauderdale State: Florida Zip Code: 33309
Phone: 954-201-7871 Ext: N/A E-mail: dpeart@broward.edu

1.2.2. The name of the contact person and address, telephone, and e-mail address where the Provider’s financial and administrative records are maintained are:

Name: Jocelyn Martinez
Program Director – Project RENEW
Address: The District Board of Trustees of Broward College
Pines Center, 16957 Sheridan Street
City: Pembroke Pines State: Florida Zip Code: 33331
Phone: 954-201-2670 & 954-201-3714 Ext: N/A E-mail: jmartine@broward.edu

1.2.3. The name, address, telephone number and e-mail of the Provider’s representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: Jocelyn Martinez
Program Director – Project RENEW
Address: The District Board of Trustees of Broward College
Pines Center, 16957 Sheridan Street
City: Pembroke Pines State: Florida Zip Code: 33331
Phone: 954-201-2670 & 954-201-3714 Ext: N/A E-mail: jmartine@broward.edu



1.2.4. The name, address, telephone number and e-mail address of the Contract Compliance Coordinator for CWS for this Contract are:

Name: Lilliam Sorzano
Address: Church World Service
1924 NW 84 AVE
City: Doral State: Florida Zip Code: 33126
Phone: 305-774-6770 Ext: 1118 E-mail: LSorzano@CWSGlobal.org

Per section 402.7305(1)(a), F.S., CWS' CCC is the primary point of contact through which all contracting information flows between CWS and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3. Effective and Ending Dates

This Contract shall be effective on **March 1, 2020** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **March 1, 2020** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **September 30, 2022**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4. Contract Document

This Contract is composed of the documents referenced in this section.

1.4.1. The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

1.4.3. The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

1.4.4. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- 1.4.2.1. Exhibits A through F;
- 1.4.2.2. Any documents incorporated into any exhibit by reference, or included as a subset thereof;
- 1.4.2.3. This Standard Integrated Contract;
- 1.4.2.4. Any documents incorporated into this Contract by reference;
- 1.4.2.5. Attachments 1 through 3.

2. STATEMENT OF WORK

The Provider shall perform all applicable tasks as specified, pertained to Adult Education Services; and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, CWS reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by CWS to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks

2.1. Scope of Work

The Scope of Work is described in EXHIBIT B.

2.2. Task List

The Provider shall perform all applicable tasks as specified, pertained to Adult Education Services, set forth in the Task List,



found in EXHIBIT C, in the manner set forth therein.

2.3. Deliverables

Deliverables shall be as described in EXHIBIT D.

2.4. Performance Measures.

2.4.1. The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-1.

2.4.2. To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, CWS, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of CWS within the prescribed time, and if no extenuating circumstances can be documented the Provider to CWS satisfaction, CWS must terminate the Contract. CWS has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

CWS shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by CWS per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The CWS' performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1. Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., CWS has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by CWS or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than 1 dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

The Provider shall be paid in accordance with **EXHIBIT F**, Method of Payment and Invoices.

3.3. Invoices

3.3.1. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.3.2. The final invoice for payment shall be submitted to CWS no more than **30** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and CWS will not honor any requests

submitted after the aforesaid period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by CWS.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, CWS will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance of the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

3.5. Overpayments and Offsets

The Provider shall return to CWS any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by CWS and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by CWS, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by CWS to not be in full compliance with contract requirements shall be deemed overpayments. CWS shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to CWS from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to CWS any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Financial Report, no later than 60 days following the ending date of this Contract.

3.6. MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1. Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract the Provider shall, without exception, be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving CWS, which by its nature affects the services provided under this Contract.

4.2. State Policies

The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.3. Independent Contractor, Subcontracting and Assignments

4.3.1. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind CWS by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right for any individual to State retirement, leave benefits, or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

- 4.3.2.** CWS will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractor, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.
- 4.3.3.** The Provider shall not subcontract under this Contract
- 4.3.3.1** The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of CWS, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.
- 4.3.3.2** The Provider is responsible for all the work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontractors shall be evidenced by a written document. The Provider further agrees that CWS shall not be liable to the subcontractor in any way or for any reason relating to this Contract.
- 4.3.3.3** The provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.
- 4.3.4.** To the extent that a subcontract provides for payment after Provider's receipt of payment from CWS, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from CWS in accordance with section 287 .0585, F.S., unless otherwise stated in the contract between Provider and subcontractor. Failure to pay within seven (7) working days will result in penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4. Provider Indemnity

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

- 4.4.1.** If the Provider removes an infringing product because it is not reasonably able to modify that product or secure CWS the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that CWS determines to be of equal or better functionality or be liable for CWS' cost in so doing.
- 4.4.2.** Further, the Provider shall indemnify CWS for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by CWS.
- 4.4.3.** The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding CWS negligent shall excuse the Provider of performance under this provision, in which case CWS shall have no

obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless CWS shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.5. Insurance

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish CWS written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. CWS reserves the right to require additional insurance as specified in this Contract.

4.6. Notice of Legal Actions

The Provider shall notify CWS of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact CWS. CWS' CCC will be notified within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.7. Intellectual Property

It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of CWS, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that CWS shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply. Notwithstanding the foregoing provision, if the Provider is a college and a member of the Florida College System, then section 1004.726, F.S., shall apply.

4.7.1. If the Provider uses or delivers to CWS for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by CWS its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.7.2. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but CWS shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products. Notwithstanding the foregoing provision, if the Provider is a college and a member of the Florida College System, then section 1004.726, F.S., shall apply, but CWS shall retain a perpetual, fully-paid, non-exclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.8. Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a CWS-approved Transition Plan, which shall be developed jointly with the new provider in consultation with CWS.

4.9. Real Property

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

4.10. Publicity

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

4.11. Sponsorship

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

4.12. Employee Gifts

The Provider agrees that it will not offer to give or give any gift to any CWS or Florida Department of Children and Families employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to CWS and the Florida Department of Children and Families, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.13. 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:

- 4.13.1.** A reportable incident is defined in CFOP 180-04, which can be obtained from the CCC.
- 4.13.2.** Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the CCC.
- 4.13.3.** Other reportable incidents shall be reported to CWS and the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation

Request (Form CF 1934) and also emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. 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.

4.14. Employment Screening

4.14.1. The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.2.1. Employment history checks;

4.14.2.2. Fingerprinting for all criminal record checks;

4.14.2.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.14.2.4. Federal criminal records check from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.14.2.5. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

4.14.2.6. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.14.2. The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

4.14.3. CWS requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract Provider Agency, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Department or a Contract Provider, or if that individual is being promoted, transferred or demoted within the Department or Agency."

4.15. Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4.16. Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to the CCC. The list must include the following information:

- 4.16.1. Name of each contracting State agency and the applicable office or program issuing the contract.
- 4.16.2. Identifying name and number of the contract.
- 4.16.3. Starting and ending date of each contract.
- 4.16.4. Amount of each contract.
- 4.16.5. A brief description of the purpose of the contract and the types of services provided under each contract.
- 4.16.6. Name and contact information of each Contract Manager.

5. **RECORDS, AUDITS AND DATA SECURITY**

5.1. **Records, Retention, Audits, Inspections and Investigations**

5.1.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by CWS under this Contract. Upon demand, at no additional cost to CWS and the Florida Department of Children and Families, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying or audit by Federal, State, or other personnel duly authorized by CWS and/or the Florida Department of Children and Families.

5.1.2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to CWS and/or the Florida Department of Children and Families.

5.1.3. At all reasonable times for as long as records are maintained, persons duly authorized by CWS, the Florida Department of Children and Families, and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.4. A financial and compliance audit shall be provided to CWS and the Florida Department of Children and Families as specified in this Contract and in Attachment 1.

5.1.5. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

5.1.6. No record may be withheld nor, may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copies, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. **Inspections and Corrective Action**

The Provider shall permit all persons who are duly authorized by CWS and/or the Florida Department of Children and Families to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure CWS and/or the Florida Department of Children and Families of the satisfactory performance of the terms and conditions of this Contract. Following such review, CWS and/or the Florida Department of Children and Families may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in CWS' and/or the Florida Department of Children and Families' direction. This provision will not limit CWS' and/or the Florida Department of Children and Families' choice of remedies under law, rule, or this contract.

5.3. Provider's Confidential and Exempt Information

5.3.1. By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Florida Department of Children and Families on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of CWS and/or the Florida Department of Children and Families, it shall promptly provide to CWS and/or the Florida Department of Children and Families a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to CWS and the Florida Department of Children and Families in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.3.2.1. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

5.3.2.2. CWS and the Florida Department of Children and Families, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1., correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, CWS and/or the Florida Department of Children and Families are authorized to produce the records sought without any redaction of proprietary or trade secret information.

5.3.3 The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law

5.4. Health Insurance Portability and Accountability Act

The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 United States Code (U.S.C.) § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment 3 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 the Provider's performance of this Contract.

5.5. Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to CWS and/or Department information systems or maintain any client or other confidential information in electronic form:

5.5.1. An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to CWS' security staff and will maintain an appropriate level of information

security for CWS and/or Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to CWS and/or Department information systems or any client or other confidential information. The Security Officer will ensure that any access to CWS and/or Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

5.5.2. The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to CWS and/or Department information systems or any client or other confidential information.

5.5.3. All who request or have access, through the Provider's access to CWS and/or Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the CCC.

5.5.4. The Provider shall prevent unauthorized disclosure or access, from or to CWS and/or Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.5.5. The Provider agrees to notify the CCC as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to CWS and/or Department information systems or to any client or other confidential information.

5.5.6. The Provider shall at its own cost, comply with section 501.171, F.S. The Provider shall also at its own cost implement measures deemed appropriate by CWS to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to CWS and/or Department information systems or to any client or other confidential information.

5.6. Public Records

5.6.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which CWS may unilaterally terminate this Contract.

5.6.2. As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of CWS within the meaning of section 119.011(2), F.S., the Provider shall:

5.6.2.1. Keep and maintain public records that ordinarily and necessarily would be required by CWS in order to perform the service.

5.6.2.2. Upon request from CWS' custodian of public records, provide to CWS a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

5.6.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to CWS.

5.6.2.4. Upon completion of the contract, transfer, at no cost, to CWS all public records in possession of the Provider or keep and maintain public records required by CWS to perform the service. If the Provider transfers all public records to CWS upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CWS, upon request from CWS' custodian of public records, in a format that is compatible with the information technology systems of CWS.

5.6.3. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from CWS to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict CWS application of any other remedy available to it under law or this Contract.

6.1.2. The increments of penalty imposition that shall apply, unless CWS determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for a corrective action plan, in accordance with the following standards.

6.1.2.1. Noncompliance that is determined by CWS to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

6.1.2.3. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

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

6.2. Termination

6.2.1. In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by CWS without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2. This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to CWS unless a sooner time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Contract become unavailable, CWS may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. CWS shall be the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, CWS may terminate the Contract upon no less than twenty-four (24) hours' (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of CWS or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by CWS specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, CWS may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. CWS' failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. CWS' waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit CWS' right to remedies at law or in equity.

6.2.5. Failure to have performed any contractual obligations under any other contract with CWS in a manner satisfactory to CWS will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

- 6.2.5.1.** Previously failed to satisfactorily perform under a contract with CWS, been notified by CWS of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of CWS; or
- 6.2.5.2.** Had a contract terminated by CWS for cause.

6.2.6. In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.2.7. If this Contract is for an amount of \$1 Million or more, CWS may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, CWS may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

6.3. Dispute Resolution

6.3.1. Any dispute concerning performance of this Contract or payment hereunder shall be decided by CWS, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the CCC. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of CWS' decision, the Provider delivers to the CCC a petition for alternative dispute resolution.

6.3.2. After receipt of a petition for alternative dispute resolution CWS and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5. This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6. All notices provided by CWS under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery. All notices provided by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Miami-Dade County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3. Severability of Terms

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4. Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to CWS survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

7.5. Modifications

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

7.6. Anticompetitive Agreements

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to CWS or a provider of services to CWS.

7.7. Communications

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication as email and attachments thereto are deemed received when the email is received.

7.8. Accreditation

CWS is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, CWS has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of CWS' providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time. The Provider is already in compliance with this section by being accredited through SACS.

7.9. Transitioning Young Adults

The Provider understands CWS' interest in assisting young adults aging out of the dependency system. CWS encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.10. DEO and Workforce Florida

The Provider understands that CWS, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. CWS encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.11. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12. Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by CWS for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. § 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

7.13. Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.13.1. The Provider shall comply with the provisions in accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

7.13.2. The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

7.13.3. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within twenty (20) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.14. Use of Funds for Lobbying Prohibited

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

7.15. Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.16. Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may

file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

7.17. PRIDE

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

7.18. Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if the box for Federal Funds is checked at the beginning of this contract.

8.1. Federal Law

8.1.1. The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

8.1.2. If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to CWS.

8.1.4. No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment 2. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the CCC. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the CCC, prior to payment under this Contract.

8.1.5. If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.6. If the Provider is a federal subrecipient or pass-through entity, then the provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR & 180.220) must not be made to parties listed on the government-wide exclusions in the System of Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.1.7. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a “contractor” or a “subrecipient”, as those terms are defined in 2 CFR, Part 200. If a Provider’s subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2. Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

8.2.1. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than \$25 million in total federal funding.

8.2.2. The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, whose purpose is to further transparency by establishing government-wide data identifiers and standardized reporting formats to recipients and sub-recipients.

8.3. Federal Whistleblower Requirements

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov/index.html>. OSH Act does not apply to State of Florida or its agencies, subdivisions, departments or boards.”

9. CLIENT SERVICES APPLICABILITY

The terms in this section apply if the box for Client Services is checked at the beginning of this contract.

9.1. Client Risk Prevention

If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within twenty (20) days of the execution of this contract, submit to the CCC an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term “supervision” includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home or be placed in a licensed foster care setting. No later than twelve months following CWS’ original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. CWS agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, CWS may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

9.3. Emergency Support to the Deaf or Hard-of-Hearing

9.3.1. The Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2. If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact will process the compliance data and submit electronically to the CCC by the 4th business day of the month, covering the previous month's reporting. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to CWS' CCC within fourteen (14) calendar days of the effective date of this requirement.

9.3.3. The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

9.3.4. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

9.3.5. The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

9.3.6. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions and provide assistance in completing the forms as requested by the customer or companion.

9.3.7. If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

9.3.8. CWS requires each contract/subcontract provider agency's direct service employees to complete training on Serving Our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in the employees' personnel file.

9.4. Confidential Client and Other Information

Except as provided in this Contract, the Provider shall not use or disclose, but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

9.4.1. Client and Other Confidential Information. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S.

9.4.2. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR § 431.300-306, 45 CFR § 205.

9.4.3. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

9.5. Major Disasters and Emergencies

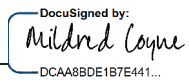
The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

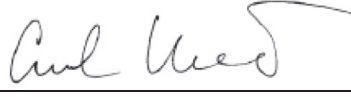


By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

IN WITNESS THEREOF, the parties hereto have caused this 79-page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF CHURCH WORLD SERVICE, INC.
BROWARD COLLEGE, FLORIDA

Signature: 
Print/Type Name: Dr. Mildred Coyne
Title: Senior Vice President,
Workforce Education and Innovation
Date: 12/15/2020

Signature: 
Print/Type Name: Erol Kekic
Title: Senior Vice-President,
Immigration and Refugee Program
Date: 12/18/2020

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): _____

Provider Fiscal Year Ending Date: _____

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EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Standard Contract, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. Programmatic definitions are found in **EXHIBIT A1**.

A-2. STATEMENT OF WORK

NA

A-3. PAYMENT, INVOICE AND RELATED TERMS

NA

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1. Section 4.1.1 of the Standard Contract, is hereby added:

4.1.1. In addition to the laws set out in the Standard Contract under Section 4.1., the Provider agrees to comply with the following laws, regulations, and any amendments or additions to these laws and regulations:

4.1.1.1 45 CFR Part 400 - HHS Refugee Resettlement Program

4.1.1.2 45 CFR Part 401 - Cuban/Haitian Entrant Program

4.1.1.3 45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments

4.1.1.4 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122; A-133 -- see, 78 FR 78590-01 (Dec. 26, 2013))

4.1.1.5 48 CFR, Chapter 1, Subpart 31.7., Federal Acquisition Regulations for Non Profit Organizations

4.1.1.6 Rules 69I-40 and 69I-42, F.A.C., (Bureau of Auditing and Travel Expenses)

4.1.1.7 CFOP 40-1 - DCF Travel Rules and Regulations

4.1.1.8 CFOP 75-8 - DCF Policies and Procedures of Contract Oversight

4.1.1.9 CFOP 80-2 - DCF Property Management Rules and Regulations

4.1.1.10 Rule 65-29.001, F.A.C., Financial Penalties for a Provider's Failure to Comply with a Requirement for Corrective Action

4.1.1.11 The Victims of Trafficking and Violence Protection Act of 2000

4.1.1.12 The Trafficking Victims Protection Reauthorization Act of 2003, 2005, 2008, and 2013

4.1.1.13 Immigration and Nationality Act, 8 U.S.C. 1101 et seq.

4.1.1.14 Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193, 110 Stat. 2105

4.1.1.15 Intergovernmental Cooperation Act, 31 U.S.C. 6501 et seq.

4.1.1.16 Public Information Act, 5 U.S.C. 552

A-4.2. Section 4.11., Sponsorship, of the Standard Contract, is hereby amended to add:

4.11. Outreach Materials

All outreach materials, including flyers, advertisements, public service announcement scripts, etc., prepared with Refugee Services (RS) grant funds must include a statement acknowledging that the project is sponsored by the State of Florida, Department of Children and Families, RS, with grants from the U.S. Department of Health and Human Services, Office of

Refugee Resettlement (ORR). The Provider shall submit all materials to the CCC for review and approval (45) calendar days prior to publication and dissemination.

A-5. RECORDS, AUDITS AND DATA SECURITY

A-5.1. Section 5.7. of the Standard Contract, is hereby added to read:

5.7. Safeguards Regarding the Use and Disclosure of Client Data

- 5.7.1. 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.
- 5.7.2. 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.
- 5.7.3. 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.
- 5.7.4. 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.
- 5.7.5. The Provider shall not disclose any information acquired from SAVE/VIS to any other person or entity without the prior written consent of CWS. Prior written consent from CWS 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 CWS. 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.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1. Section 6.3 of the Standard Contract, is hereby amended to read:

6.3 Dispute Resolution

It is desired that the Provider and CWS 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. Both parties agree the venue for any court action shall be Miami Dade County, Florida.

A-7. OTHER TERMS

NA

A-8. FEDERAL FUNDS APPLICABILITY

NA

A-9. CLIENT SERVICES APPLICABILITY

A-9.1. Section 9.1 of the Standard Contract, is hereby amended to read:

9.1 Client Risk Prevention



If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 to the CCC and to the hotline noted below. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees, and any subcontracts and their employees performing work under this Contract.

A-9.2. Sections 9.6-9.8 of the Standard Contract, are hereby added to read:

9.6. Fees and Donations

No fees shall be imposed by the Provider to clients served under this Contract, other than those set by CWS. 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 CCC 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.

9.7. Property

EXHIBIT A2 applies to all property transferred by CWS to the Provider and any property purchased by the Provider with funds provided by this Contract. 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 one (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.

9.8. Information Technology Resources (ITR)

The Provider must receive written approval from the CCC prior to purchasing any ITR with Contract funds. The Provider will not be reimbursed for any ITR purchases made prior to obtaining the CCC's written approval.



EXHIBIT A1 – PROGRAMMATIC DEFINITIONS

A1-1 Refugee Services Programmatic Acronyms

- A1-1.1 ABE** – Adult Basic Education
- A1-1.2 AGE** – Adult General Education
- A1-1.3 AE** – Adult Education
- A1-1.4 CASAS** – Comprehensive Adult Student Assessment Systems
- A1-1.5 CET**– Client Education and Training
- A1-1.6 CHEP** – Cuban/Haitian Entrant Program
- A1-1.7 CL** – Career Laddering
- A1-1.8 CRS** – Consolidated Refugee Services
- A1-1.9 DCF** – Florida Department of Children and Families
- A1-1.10 DFS** – Florida Department of Financial Services
- A1-1.11 DHS** – Department of Homeland Security
- A1-1.12 DOE** – Florida Department of Education
- A1-1.13 DOJ** – Department of Justice
- A1-1.14 DOS** – Department of State
- A1-1.15 ELI** – English Language Instruction
- A1-1.16 ELCATE** – English Literacy for Career and Technical Education
- A1-1.17 ESOL** – English for Speakers of Other Languages
- A1-1.18 ESOLAS** – Adult ESOL Academic Skills
- A1-1.19 ESS** – DCF’s Office of Economic Self-Sufficiency
- A1-1.20 F.A.C.** – Florida Administrative Code
- A1-1.21 FAQ** – Frequently Asked Questions
- A1-1.22 FFY** – Federal Fiscal Year
- A1-1.23 FSSP** – Family Self Sufficiency Plan
- A1-1.24 GED** – General Education Development
- A1-1.25 HHS** – Department of Health and Human Services
- A1-1.26 LCP** – Literacy Completion Point
- A1-1.27 LEP** – Limited English Proficiency
- A1-1.28 LPR** – Lawful Permanent Resident
- A1-1.29 OCP** – Occupational Completion Point
- A1-1.30 OJT** – On-the-Job Training
- A1-1.31 OLAP** – Office of Legal Access Programs
- A1-1.32 ORR** – U.S. Department of Health and Human Services, Office of Refugee Resettlement
- A1-1.33 PHI** – Protected Health Information



- A1-1.34 **QMP** – Quality Management Plan
- A1-1.35 **R&P** – Resettlement and Placement
- A1-1.36 **RCA** – Refugee Cash Assistance
- A1-1.37 **RFE** – Request for Evidence
- A1-1.38 **RS** – State of Florida, Department of Children and Families, Refugee Services Program
- A1-1.39 **RSDS** – Web-RS/Refugee Services Data System
- A1-1.40 **SSI** – Supplemental Security Income
- A1-1.41 **STT** – Short term training
- A1-1.42 **TANF** – Temporary Assistance to Needy Families
- A1-1.43 **USCIS** – United States Citizenship and Immigration Services
- A1-1.44 **VOT** – Certified Victim of a Severe Form of Human Trafficking
- A1-1.45 **WRS** – Workplace Readiness Skills
- A1-1.46 **WT** – Welfare Transition
- A1-1.47 **YDP** – Youth Development Plan

A1-2 Refugee Services Programmatic Definitions

A1-2.1 Assessments.

A1-2.1.1 Education and Training Standardized Assessment Instrument. A valid and reliable testing instrument that is administered, scored, and interpreted in a standard manner to determine initial placement and subsequent educational or program gains of clients.

A1-2.1.1.1 For English language courses, the standardized assessment instruments to document progress, representing the attainment of Literacy Completion Points, shall be in accordance with Rules 6A-6.014 and 6A-10.040, F.A.C., and other assessment memoranda, Assessment Technical Assistance Papers, and FAQs distributed by the DOE and any subsequent revisions thereto. In the event that a DOE issued document supersedes F.A.C., providers shall comply with the superseding DOE issued document.

A1-2.1.1.2 For vocational training, the assessment instruments must reflect achievement of the required competencies of the curriculum frameworks in the areas in which the instruction is focused.

A1-2.2 Benchmarks. Measureable and verifiable progression points towards meeting an established goal.

A1-2.3 Case Coordination. The coordination of services in response to a client's needs as identified through each client's comprehensive assessment(s) that are aimed at identifying the client's barriers to effective resettlement.

A1-2.4 Client. An eligible individual for whom services are provided by the contracted service provider. Clients may fall into one of the following categories:

A1-2.4.1 Resettled Client. A client who was recently resettled in the service area by one of the DOS-sponsored R&P agencies, and is currently engaged in R&P, MG, or CHEP.

A1-2.4.2 Walk-in Client. A client who has migrated or relocated to Broward County, FL, and has never received services through a current or expired RS-funded Contract in the service area. Clients who have received RS-funded services in other service areas and who relocate or migrate to Broward County, FL are considered walk-in clients.

A1-2.4.3 Returning Client. A former client who received services through a current or expired RS-funded contract in the service area of this Contract, and is returning for additional services through the CRS program.

A1-2.5 Follow-up. The activity of contacting clients to assess their progress towards meeting the goals necessary to attain economic self sufficiency.

A1-2.6 Intake Date. The date the client is determined to be eligible for each service deemed appropriate.

A1-2.7 Matching Grant (MG) Program. An ORR-funded alternative program to public assistance wherein local voluntary agencies agree to match ORR's grant with cash and in-kind contributions of goods and services from the community. The program's goal is to facilitate self-sufficiency within four months of the date of eligibility by providing services such as case management, employment, provision of food or food subsidies, suitable housing, and transportation assistance for the first 120 days. Enrollment must be completed within 31 days of eligibility for the program.

A1-2.8 Refugees/Entrants. People who are eligible for RS pursuant to State and Federal regulations and who are in need of the services outlined in this Contract. Refugees/Entrants, as used in this Contract include:

A1-2.8.1 Refugees of all nationalities;

A1-2.8.2 Cuban/Haitian Entrants, including Parolees and Asylum Applicants;

A1-2.8.3 Asylees of all nationalities;

A1-2.8.4 Amerasians;

A1-2.8.5 VOTs;

A1-2.8.6 LPRs who adjusted from prior refugee, entrant, or asylee status; and

A1-2.8.7 Special immigrants of Iraqi or Afghan nationality.

A1-2.9 Service Area. For the purpose of this Contract the service area refers to Broward County, FL.

A1-3 Program Specific Terms. Program specific terms used in this document are defined in the RS Glossary which is incorporated herein by reference and maintained in the CCC's file. Program specific terms not included in the above referenced glossary are defined below. In the event of a conflict between the definitions in the glossary and the Contract, the Contract document shall take precedence over the RS Glossary.

A1-3.1 Adult Education Services Definitions

A1-3.1.1 ABE. Defined by DOE as courses designed to improve the employability of an individual through instruction in reading, mathematics, language, and workplace readiness skills.

A1-3.1.2 ESOLAS. Defined by DOE as a course (one level) with an emphasis on academic proficiency in listening and speaking, with added emphasis on reading and writing.

A1-3.1.3 Attendance Unit. A client that attends one or more classroom sessions for any course in a billing cycle. Clients who attend more than one course will be counted for each course in a billing cycle.

A1-3.1.4 Clients Enrolled. The unduplicated number of eligible clients enrolled in any course/program at any time during a reporting period.

A1-3.1.5 Completion. Clients are able, according to DOE standards, to take the related standardized test (such as the CASAS test) and the results (including course end date and reason) have been entered in the RSDS.

A1-3.1.6 Completion Point(s). Point(s) attained representing OCPs or LCPs or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks and frameworks.

A1-3.1.7 Coordinated Academic Training. Course offerings in AGE instructional courses such as:

A1-3.1.7.1 ABE courses;

A1-3.1.7.2 GED preparation courses, defined by DOE as courses designed to help individuals attain American or high school level academic skills; or

A1-3.1.7.3 Citizenship Preparation courses, defined as a non-academic course offered to clients in preparation for the naturalization test required for U.S. Citizenship, including, but not limited to,

U.S. civics, history, government, citizens' rights and responsibilities, the Declaration of Independence, and the U.S. Constitution.

- A1-3.1.8 Documented Progress.** Successful completion of program standards, benchmarks and frameworks, using standardized assessment instruments, sufficient to obtain successful completion of an LCP signifying progression to the next level of instruction for AE courses.
- A1-3.1.9 ESOL.** Defined by DOE as courses designed to help individuals of limited English proficiency achieve competence in the English language.
- A1-3.1.10 ELI.** Instruction in the English language to limited English proficient students. Such instruction shall be designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible.
 - A1-3.1.10.1 Lower Level ELI Courses.** For purposes of this Contract, courses (levels 100-400) include: Literacy A, Literacy B, Literacy C, Foundations, Low Beginning, and High Beginning.
 - A1-3.1.10.2 Upper Level ELI Courses.** For purposes of this Contract, courses (levels 500-800) include: Low Intermediate, High Intermediate, Advanced, and ESOLAS.
- A1-3.1.11 ELI Tuition Voucher.** A certificate of funding by the Provider to a client to be used to fund a client's enrollment costs in an appropriate ELI course provided by an accredited public school.
- A1-3.1.12 Instructional Hours.** The hours that teachers or instructors actually spend in the classroom teaching clients course material.
- A1-3.1.13 Intake.** The process in which the Provider completes the eligibility determination, initial data collection and Client Release of Information Form for new clients or returning clients who have not participated in services provided under this Contract for 12 consecutive months who intend to enroll in courses provided under this Contract.
- A1-3.1.14 Term.** A period of time as determined by the Provider that sets the beginning and end date for each session of the school year.
- A1-3.1.15 Tuition.** A DOE determined fee for a program or course of study that is offered by an accredited vocational center, located within Broward County, FL, RS pre-approved fee for an RS pre-approved program or course of study, for those programs or courses of study which do not fall under the DOE fee schedule or framework, that is offered by an accredited vocational center located within Broward County, Florida.
- A1-3.1.16 WRS.** Defined by DOE as courses to improve English language skills to maintain employment and/or enhance career opportunities within the company and are held at the worksite in a location provided by the employer.

EXHIBIT A2 – PROPERTY

- A2-1** 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.
- A2-2** 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 CCC. 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, CWS 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.
- A2-3** 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 CWS 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 CWS whether new purchases have been made or not.
- A2-4** 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.
- A2-5** The CCC 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 CCC's approval. The Provider shall furnish a closeout inventory no later than 45 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.
- A2-6** 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 CWS and shall be used in place of the original acquisition cost.
- A2-7** Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract shall be vested in CWS 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 CWS the replacement cost of any property inventoried and not transferred to CWS upon completion or termination of this Contract. When property transfers from the Provider to CWS, the Provider shall be responsible for paying for the title transfer.
- A2-8** 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.
- A2-9** The Provider hereby agrees to indemnify CWS 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.
- A2-10** A formal Contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

EXHIBIT B – SCOPE OF WORK

- B-1. SCOPE OF SERVICE.** Under the terms of this Contract, adult education services are to be provided to eligible refugees/entrants who reside in Broward County, Florida. Refugees/Entrants residing in counties where no RS-funded adult education program exists may be served, with prior written approval from the CCC.
- B-2. MAJOR CONTRACT GOALS.** The purpose of the CRS Program is to assist refugee/entrant families in achieving self-sufficiency, effective resettlement, and successful integration into the local community.
- B-3. SERVICE AREA/LOCATIONS/TIMES.**

- B-3.1. Services Delivery Location.** Under the terms of this Contract, the Provider shall provide services at the following locations:

Services Delivery Locations	
Broward College North Campus 1000 Coconut Creek Blvd Coconut Creek, FL 33066	Broward College Central Campus 3501 SW Davie Road Davie, FL 33314
Broward College South Campus 7200 Pines Blvd Pembroke Pines, FL 33024	Broward College Pines Center 16957 Sheridan Street Pembroke Pines, FL 33331

The Provider may provide services at various locations, apart from those listed above, throughout Broward County, Florida.

- B-3.2. Service Times.**
- B-3.2.1.** Services shall be provided during days and hours that will encourage clients' participation in adult education services. Because many clients can be better served with extended hours, the Provider is encouraged to offer evening and weekend service times.
- B-3.2.2.** Any changes in service times and any additional holidays that the Provider wants to observe shall be reviewed and approved in writing by the CCC.
- B-3.3. Changes in Location.** The Provider shall request approval from the CCC, in writing, a minimum of (45) calendar days prior to making a change, addition, or deletion in service location.
- B-4. CLIENTS TO BE SERVED.** Refugees/Entrants seeking adult education services.
- B-5. CLIENT ELIGIBILITY.** This Contract may be funded by any of the grants listed below.
- B-5.1. Refugee Support Services/Social Services Grant** funds can be used to serve eligible refugees/entrants who have been in the United States for less than 60 months. Under 45 CFR § 400.152, clients with a date of entry more than 60 months prior to the date of service may be provided citizenship and naturalization preparation services, referrals, and/or interpreter services. The following priorities apply to clients eligible for services funded through these grants:
- B-5.1.1. First Priority.** All newly arriving refugees/entrants during their first (1st) year in the U.S. who apply for services;
- B-5.1.2. Second Priority.** Refugees/entrants who are receiving cash assistance;
- B-5.1.3. Third Priority.** Unemployed refugees/entrants who are not receiving cash assistance; and
- B-5.1.4. Fourth Priority.** Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.
- B-5.2. Refugee School Impact Grant Set-Aside, Refugee Support Services/Social Services Grant** funds can be used to serve youth clients seeking the Academic Services Pathway. The following priorities apply:

- B-5.2.1. First Priority.** Youth clients who have been in the U.S. for less than 12 months or within twelve 12 months of their date of asylum or applicable eligibility date;
 - B-5.2.2. Second Priority.** Youth clients who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
 - B-5.2.3. Third Priority.** Youth clients whose date of entry in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the approval of the CCC.
- B-5.3. Services to Older Refugees Set-Aside, Refugee Support Services/Social Services Grant** funds can be used to serve older refugees/entrants (over the age of 60 years old). The following priorities apply:
- B-5.3.1. First Priority.** All newly arriving older refugees/entrants during their first year of service eligibility who apply for services;
 - B-5.3.2. Second Priority.** Older refugees/entrants who have lost, or are at risk of losing, SSI and/or other federal benefits; and
 - B-5.3.3. Third Priority.** Older refugees/entrants with the greatest relative risk of nursing home placement.
- B-5.4. Refugee Mentoring Set-Aside, Refugee Support Services Grant** funds can be used to serve refugees/entrants between the ages of 15 and 24 seeking Mentoring Services. The following priorities apply:
- B-5.4.1. First Priority.** Refugees/ Entrants who have been in the U.S. for less than twelve 12 months or within 12 months of their date of asylum or applicable eligibility date;
 - B-5.4.2. Second Priority.** Refugees/Entrants who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
 - B-5.4.3. Third Priority.** Clients whose date of entry in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the approval of the CCC.
- B-6. 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 and/or CWS. CWS has final authority on client eligibility.
- B-7. EQUIPMENT.** The Provider shall list all property/equipment purchased under this Contract on a property/equipment inventory list (**EXHIBIT C2 – INVENTORY REPORT**). The inventory report shall include a description and location of the property, as detailed on **EXHIBIT C2**. A copy of the inventory list is to be maintained in the CCC's file.
- B-8. CONTRACT LIMITS.**
- B-8.1.** 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.
 - B-8.2.** Funds for this Contract are administered under the terms of the grant(s) funding this Contract and 45 CFR Parts 400 and 401 and are subject to all grant and Federal regulatory requirements. Due to the unpredictability of refugee arrival patterns, Federal grant requirements, and grant award amounts, CWS reserves the right to add funding to meet additional scope of services and tasks or decrease Contract value if needs change or federal grant amounts decrease.
 - B-8.3.** A client must already have an eligible immigration status or classification at the point of intake to establish service eligibility.
 - B-8.4.** Funds awarded under this Contract may not be used to supplant DOE general revenue funds or any other federal funds awarded to the Provider.
 - B-8.5.** By entering into this Contract, the Provider or any subcontractor providing Adult Education Services represents that it is not also receiving State funds or charging DOE for the same goods and services funded under this Contract. The Provider has a duty to maintain clear records that distinguish its receipt of State and Federal funds and prevent duplicative funding. If at any time, CWS staff learns and verifies that the Provider was collecting State funds for the goods and services funded under this Contract, the Provider will have an obligation, as part of a Corrective Action Plan, to refund all State monies to DOE or to refund CWS for all such duplicative funding as determined by CWS. The Corrective Action Plan shall also include

provisions that repair the administrative or structural elements in the Provider's organization that allowed such duplicative funding to occur.



EXHIBIT C – TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. SERVICE TASKS

- C-1.1. Consolidated Refugee Services (CRS) Transition Plan.** CWS/The Provider shall develop a transition plan from the existing service delivery model to the CRS model to ensure the continuity of services provided to refugees/entrants in the service area. The plan shall include the following components:
- C-1.1.1.** All tasks and subtasks to be performed and a schedule for all deliverables;
 - C-1.1.2.** The timeframe for the transfer of staff (if applicable), equipment, administrative services and functions, and a plan to ensure suitable contracts are in place with those partners that signed a Memoranda of Understanding, or subcontract. The list should be delineated by service;
 - C-1.1.3.** Any additional services or functions required to ensure the seamless transition in service delivery and the Provider's proposed means of implementation, including timeline;
 - C-1.1.4.** Provisions and timetables for informing and educating staff, stakeholders, community partners, and others on issues relating to the transition; and
 - C-1.1.5.** Provisions for the orderly transition and close-out of all contract documents, transfer of individual records, and case files from the previous refugee contract.

The Provider shall submit the Transition Plan to the CCC for review and approval by the due date outlined in

EXHIBIT C5.

- C-1.2. CRS Plan.** CWS/The Provider shall develop and implement a CRS Plan for Broward County, that outlines an integrated service delivery system for clients and promotes refugee engagement in the community. The plan shall include information on how CWS/The Provider intends to promote long-term self-sufficiency and social integration of all refugees served under the CRS program. The plan shall also provide a detailed description of the CWS/The Provider's proposed methods for serving refugees and entrants over a large geographical area. The plan shall include CWS/The Provider's streamlined and detailed processes for outreach, intake, assessment, case coordination, tracking client (case) progress and follow-up, and the delivery of all services. The CRS Plan shall also outline all the linkages, working agreements, and subcontracts the Provider will incorporate into the integrated service delivery system, including how CWS/The Provider shall ensure that clients experience a smooth transition of service delivery between any partner organizations. To whatever extent possible, CWS/The Provider shall coordinate and establish a streamlined process to only require one RS determination of eligibility per client, by sharing client information and planning among service providers. CWS/The Provider shall ensure that care coordination among program specialists and case managers reduces paperwork, processes, and any potentially conflicting goals for the client. The Provider shall submit the CRS Plan to the CCC for review and approval by the due date outlined in **EXHIBIT C5**. The CRS Plan may be revised without a formal contract amendment with the written approval of the CCC, prior to the implementation of the revision.

In the CRS Plan, the Provider shall also include a business case for the provision of each proposed service (e.g. adult education, etc.). The business case shall outline the benefits of the Provider's chosen method for delivering each service while examining the cost-effectiveness and feasibility of each method when compared to other possible methods.

- C-1.3. Quality Management Plan (QMP).** CWS/The Provider shall implement a QMP for the CRS integrated service delivery system. The Plan shall include the quality assurance and improvement activities to be conducted by the Provider and any subcontracted organizations, the intervals at which they will be conducted, and the types of data which will be collected, analyzed, and reported. The main goal of the QMP shall be to improve long-term outcomes for refugees within Broward County, and the plan shall outline the use of short-term outcomes and outputs to analyze trends and effects. The plan shall also include reporting to CWS on essential performance data and information, as well as any quality improvement activities for each grant reporting period (quadrimester, quarter, and semi-annually). The Provider shall submit the QMP to the CCC for review and approval by the due date outlined in **EXHIBIT C5**. The QMP may be revised without a formal contract amendment with the written approval of the CCC, prior to the implementation of the revision.

- C-1.4. Outreach Services.** The Provider shall ensure that a variety of appropriate outreach activities are designed to familiarize potentially eligible individuals with available contract services, to explain the purpose of these services, and to facilitate access to these services, as well as familiarize clients with available community resources. 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 CCC for review and approval forty-five (45) calendar days prior to publication and dissemination.
- C-1.5. Uptake Analysis.** The Provider shall conduct an annual uptake analysis, for prior year arrivals that identifies the number of eligible clients in the county and the number of clients, demographics of unserved adult education clients, and percentage of unserved adult education clients. The uptake analysis shall be submitted to the CCC by the due dates outlined in **EXHIBIT C5**.
- C-1.6. Client Eligibility Determination.** CWS/The Provider shall determine refugee/entrant program eligibility based on the individual's immigration status, date of status, and if applicable, country of origin using original immigration documents provided by the individual. The period of eligibility is calculated from the client's date of eligible status in the U.S. (e.g. date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.). A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required to accurately determine eligibility. Immigration documentation used to determine eligibility may be scanned and uploaded to RSDS. The latest RS Eligibility Determination guide is online at link <http://www.myffamilies.com/service-programs/refugee-services/eligibility-guide-refugee-service-providers>.
- C-1.7. Income Eligibility Determination.** CWS/The Provider shall determine income eligibility clients interested in vocational training. The income eligibility determination shall include documentation (signed by the client) in the client's file that the total income calculated for the family does not exceed the 185% of the federal poverty level income standards. Income eligibility shall be determined at the time of intake and for services occurring after the refugee/entrant has obtained legal permanent resident status.
- C-1.8. Immigration Status Verification.** In the event the Provider elects to use the SAVE/VIS Program, the Provider shall:
- C-1.8.1.** Obtain a written, signed release from each applicant authorizing the release of the DHS data to DCF-ESS Florida, RS, CWS and the Provider.
- C-1.8.2.** 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-1.8.3.** Provide to CWS names, addresses, and contact information of Provider staff using the SAVE/VIS Program.
- C-1.9. Intake.** Upon determination of client eligibility and income eligibility, CWS 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., date of eligible status (e.g. date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.), current county of residence, date of birth, gender, and, if applicable and if available, Social Security Number and port of entry.
- CWS shall conduct an intake on all eligible clients regardless of employment authorization status; whether or not the clients are receiving public benefits.
- CWS shall obtain clients' signatures on the RS approved intake form attesting to the accuracy of information and the acceptance of services. Forms must be provided to clients in their native language in compliance with the LEP policy.
- C-1.10. 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 C3**) and update the applicable release information in RSDS.
- C-1.10.1.** Social Security Number;
- C-1.10.2.** DHS SAVE/VIS data;

- C-1.10.3.** PHI;
- C-1.10.4.** Financial Information;
- C-1.10.5.** Employment Outcome Disclosures; and/or
- C-1.10.6.** Contact Information Disclosures.

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 C3** may be implemented without the need of a formal contract amendment.

- C-1.11. CRS Orientation.** CWS/The Provider may provide CRS orientation services to all eligible clients who have received an intake regardless of employment authorization status. CRS Orientation services may include, but are not limited to, information on:
 - C-1.11.1.1.** Expectations regarding employment and services provided by the employment program, including job development, job referrals;
 - C-1.11.1.2.** Additional services available through the CRS program, including child care, English language training, vocational training, youth services, and legal services;
 - C-1.11.1.3.** Information on the importance of health care, health insurance requirements per the Affordable Care Act, availability of health insurance through the health insurance marketplace, and how to access healthcare through the marketplace; and
 - C-1.11.1.4.** Services that may be available in the community.
 - C-1.11.1.5.** If the Provider deems it necessary, a more in-depth orientation may be offered to refugees and entrants who are within their first 120 days of arrival. Topics may include, but are not limited to, daily living skills, cultural adjustment, public transportation, and money management.
- C-1.12. Case Coordination.** CWS/The Provider shall create an integrated and streamlined case coordination system that provides assessment, planning, and coordination of services with the overall goal of economic self-sufficiency and social integration. Case coordination shall include referrals to outside agencies and access to assistive services, such as transportation and interpretation, when necessary. Case coordination may also include other activities such as counseling clients on how to identify and address physical and mental health needs. Additional case coordination services may be provided in accordance with CFR 400.154 and 400.155, the Department's State Plan, and the CRS Plan.
- C-1.13. Adult Education (AE) Services.** The Provider shall develop a method of delivering AE Services to appropriate clients. AE services shall include the following minimum components:
 - C-1.13.1. Pre-Test Standardized Assessment.** The Provider shall conduct an evaluation of the client's English language ability and/or educational level using standardized assessment instruments administered as a pre-test and maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. For vouchered clients, the Provider is not responsible for conducting an evaluation of the client's English language ability and/or educational level themselves but shall maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. The date of the pre-test assessment cannot precede the client intake date.
 - C-1.13.2. Enrollments.** The Provider shall enroll clients in the appropriate education program based on the client's educational needs. The Provider may provide the following:
 - C-1.13.2.1. English Language Enrollment.** The Provider shall enroll clients in the appropriate level of ELI based on the client's performance on standardized assessment instruments. The Provider shall offer ELI enrollments into courses including, but not limited to:
 - C-1.13.2.1.1. English for Speakers of Other Languages (ESOL); and**
 - C-1.13.2.1.2. English Literacy for Career and Technical Education (ELCATE).**

C-1.13.2.2. High School Equivalency Diploma Program.**C-1.13.2.3. Citizenship Preparation Courses.****C-1.13.2.4. ABE Courses.**

C-1.13.2.5. Vouchers. The Provider may distribute vouchers to eligible clients for the clients to enroll in appropriate ELI courses.

C-1.13.3. Refugee-Specific Instructional Services. If the course offerings in the mainstream classes are not appropriate for the needs of the refugee population in the community, the Provider may provide refugee-specific classes. The Provider shall determine the number of staff and refugee-specific instructional hours necessary for each ELI course. If refugee-specific classes are offered, the Provider shall submit a report by the due dates outlined in **EXHIBIT C5** to the CCC outlining the following:

C-1.13.3.1. Types of ELI Courses that will be offered;

C-1.13.3.2. Number of enrolled students in each course;

C-1.13.3.3. Number of staff needed to instruct each course;

C-1.13.3.4. Total anticipated refugee-specific instructional hours; and

C-1.13.3.5. Class Schedule.

C-1.13.4. Post-Test Standardized Assessment. The Provider shall assess progression of clients at the completion of each course utilizing standardized assessment instruments. The Provider shall document in the client file and in RSDS the attainment of LCPs, or documented progress, along with applicable post test scores obtained using standardized assessment instruments during the assessments. Post test scores may be used for placement in subsequent educational courses.

C-1.13.5. Guidance and Retention. The Provider may deliver guidance and retention services designed to assist the client's progression and retention in the program(s) in which they are enrolled. This may include, but is not limited to, course advising, attendance tracking and guidance, support service needs identification and referrals, follow-up on recommendations and outcomes of testing, and the value of enrollment in at least one (1) or more courses over consecutive terms.

C-1.14. Additional Services. The Provider may provide additional services allowed under State and Federal laws and regulations, namely 45 CFR Parts 400.154 and 400.155, or State Grant Awards. Any such service shall be provided as agreed to in the CRS Plan. These services must contribute to the integration and self-sufficiency outcomes of refugees, and may include, but are not limited to translation services, interpreter services, transportation assistance, and emergency client assistance.

C-1.15. Case Notes. The Provider shall maintain electronic or hard-copy readable case narrative information, in chronological format, recording critical contact with the client (case notes are optional for legal services). Information documented should clearly describe status of the services being provided and what is happening with the client including what specific services and/or activities are being performed by the provider to assist the client in achieving the employability plan goals. The Provider shall contact clients on a monthly basis regarding referrals, placements, problem resolution and progress made on the employability plan tasks and goals. Contact shall be documented in the case notes and, at a minimum, shall include:

C-1.15.1. The purpose for the client contact(s);

C-1.15.2. Clients progress, including any problems identified by the client(s) and employer(s);

C-1.15.3. How problems/barriers identified were addressed by the Provider;

C-1.15.4. Detailed information on service activities and planned future activities with dates of service delivery;

C-1.15.5. Referrals to other service providers; and

- C-1.15.6.** Closing entries that provide a summation of the clients' overall status and addresses the needs and barriers identified in the clients' individual employability plan and are aligned with documentation in the Termination of Client Services form (**EXHIBIT C8**).
- C-1.16. Transportation.** The Provider may provide transportation assistance to clients when necessary for participation in CRS activities including, but not limited to employability training or the acceptance or retention of employment, adult education participation, limited by the Provider's line item budget, which identifies vehicle usage to clients and/or fare passes on public transportation systems. If issuing transportation passes, the Provider shall maintain a tracking log and supporting documentation of the purchase and issuance of cards to eligible clients. Delivery of transportation services to clients shall be documented in RSDS.
- C-1.17. Information and Referral Services.** CWS/The Provider shall be familiar with community resources and, in particular, services provided to refugees/entrants and shall have established links with other local service providers to ensure that the supportive service needs of refugees/entrants can be met. CWS/The Provider shall refer refugees/entrants to these services as needs are identified. Assistance may be provided telephonically or on a walk-in basis with no formal refugee eligibility determination required. Assistance may include but is not limited to information and/or referrals for, application for benefits through the DCF-ESS, food banks, emergency assistance agencies, federally qualified health centers, mental health counseling, subsidized or income-sensitive housing, county health departments, KidCare, social security administration, transportation options, and other resources that would benefit the target population. For clients enrolled in CRS CWS/The Provider shall maintain in the CRS individual/family client file clear documentation of all referrals made for the client/family that reflects the referral type(s), provider(s) referred to, referral date(s), and referral reason(s).
- C-1.18. Data Security and Access Request Forms.** The Provider shall ensure that its staff whose duties require them to access client information through the RSDS must complete the following annually:
- C-1.18.1.** DCF Security Agreement (form CF 0114, which is available from the CCC);
 - C-1.18.2.** DCF Security Awareness Training, as specified in Section 5.5.2 of the Standard Contract; and
 - C-1.18.3.** RSDS Security Access Request Form (**EXHIBIT C4**).
- Any subsequent revisions to the **EXHIBIT C4** may be implemented without the need of a formal Contract amendment.
- C-1.19. Electronic Data.** The Provider shall use the CWS Case Management application and/or RSDS application to submit electronic data with the required data elements as specified in the RSDS Application User Guide or any subsequent revisions to this guide without the requirement of a Contract amendment. The Provider shall submit electronic data via direct entry into RSDS or via batch interface, as required by RS.
- C-1.20. 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:
- C-1.20.1.** Identifies the language(s) likely to be encountered while providing contract services;
 - C-1.20.2.** Estimates the number of eligible people likely to be affected by the need for language interpretation assistance;
 - C-1.20.3.** Establishes an in-house point of contact who is competent to provide language interpretation services or competent to provide document translation assistance for written documents;
 - C-1.20.4.** Identifies a process by which language interpretation services not available on-site shall be provided to LEP persons;
 - C-1.20.5.** 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;
 - C-1.20.6.** 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;
 - C-1.20.7.** Identifies how the service Provider shall inform and train staff; and identify the frequency of staff training;

- C-1.20.8.** 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; and
- C-1.20.9.** The level and depth of compliance a service Provider must meet in order to comply with requirements of Title VI of the Civil Rights Act of 1964 can be determined by using the compliance requirement criteria below. If the refugee/entrant population to be served:
 - C-1.20.9.1.** Is 10% of the eligible population or 3,000 (whichever is less), the service Provider shall provide translated written documents, including vital documents for the group.
 - C-1.20.9.2.** Is 5% of the eligible population or 1,000 (whichever is less), the service Provider, at a minimum, shall translate vital documents, while other document translations can be oral.
 - C-1.20.9.3.** Is fewer than 100 persons, the service Provider is not required to translate written materials, but shall 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 LEP plan for compliance to CWS within 45 days following the Contract effective date and submit the LEP Policy Questionnaire annually thereafter. Failure to comply with this requirement may place the Provider in Breach of Contract and the Provider may be penalized as provided in Section 6.1. of the Standard Contract.

- C-1.21. Quarterly Review.** CWS will review Contract performance and discuss the Provider's progression towards meeting Contractual goals. The Quarterly Review agenda may include, but is not limited to, reviewing deliverables, minimums, performance data, costs associated with providing services, arrival and intake data, and any programmatic/administrative concerns.
- C-1.22. Termination of Client Services.** The Provider shall terminate a client's case for the following reasons:
 - C-1.22.1.** Client completion of all objectives and no longer in need of services;
 - C-1.22.2.** Client no longer meets eligibility criteria for the program;
 - C-1.22.3.** Written or verbal notification by the client of withdrawal from the program;
 - C-1.22.4.** Client relocation out of the service area;
 - C-1.22.5.** Non-participation of the client; the client has not participated in service for 30 days or as appropriate for the particular service, as described below;
 - C-1.22.5.1.** For Adult Education Services non-participation is 12 consecutive months;
 - C-1.22.6.** Unsuccessful closure; client participated but objectives not achieved; or
 - C-1.22.7.** Death of the client.
- C-1.23. Client Case File.** For each client served, the Provider shall maintain an electronic or hard-copy case file that includes a detailed chronological account of service delivery including, but not limited to, the following:
 - C-1.23.1.** Eligibility documentation, including a legible copy of the front and back (if applicable) of immigration documentation;
 - C-1.23.2.** Intake information;
 - C-1.23.3.** Client Release of Information Form;
 - C-1.23.4.** Case notes, including face-to-face contact, client activities, status in achieving goals, any changes in client or family situation, or any other issues that assist or hinder client progression;
 - C-1.23.5.** Referral information;
 - C-1.23.6.** Termination of client services documentation (completion of **EXHIBIT C8** for employment clients if closed);
 - C-1.23.7.** Client Assessment(s);

- C-1.23.8. AE Services documentation (e.g. information on course enrollment, assessment of English language ability, client progression assessment, course completion, or other activities); and
- C-1.23.9. Income eligibility determination signed and dated by client (if applicable);
- C-1.23.10. Documentation of additional services provided, such as emergency client assistance, translation and/or interpretation services.

C-1.24. Task Limits.

- C-1.24.1. The Provider shall not make stipend payments to a client under the terms of this Contract.
- C-1.24.2. The Provider shall not perform any tasks related to the program, other than those described in this Contract, without the express written consent of CWS.
- C-1.24.3. 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.
- C-1.24.4. 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.
- C-1.24.5. The Provider is prohibited from filing an application to make the person eligible for services under this Contract. A client must already have an eligible immigration status or classification at the point of intake to establish service eligibility.
- C-1.24.6. Contract funds shall not be used by the Provider to pay any service application fees due to a federal entity or to pay any court fees that are required to be paid by the client.
- C-1.24.7. No civil litigation/representation against the Federal, State or Local government shall be provided for matters other than immigration and immigration-related issues.
- C-1.24.8. Clients are limited to three (3) enrollments in a particular level or course in an attempt to achieve documented progress. If the client is unsuccessful in achieving documented progress in said level or course after three (3) attempts, the Provider shall refer the client to other funding sources/programs that are more suited to meet the client's needs.
- C-1.24.9. Course offerings under this Contract are limited to those that are within the frameworks developed by the DOE or those approved in writing by the CCC no fewer than 45 calendar days prior to implementation.
- C-1.24.10. The Provider shall document client progression assessment information using those standardized testing instruments identified in Rules 6A-6.014(4), 6A-6.014(5), and 6A-10.040, F.A.C. or DOE-issued document that supersedes these F.A.C. and any subsequent revisions thereto.
- C-1.24.11. The Provider shall not be reimbursed or paid under this Contract for individuals enrolled in Adult Education who are also enrolled in a K-12th grade public school program.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

- C-2.1.1. 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 CCC, in writing, within (7) calendar days following the loss of a staff member funded by this Contract in part or in whole.
- C-2.1.2. The staffing levels are contained in the Project Budget Summary and shall be sustained throughout the Contract period. In the event CWS determines that the Provider's staffing levels do not conform to those set forth in the project budget summary, it will advise the Provider in writing, and the Provider shall have 30 calendar days to remedy the identified staffing deficiencies.



C-2.1.3. The Provider may make staffing changes for those positions funded either in whole or in part with funds from this Contract. The CCC must be notified in writing when a change of incumbent staff occurs. 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 Project Budget Summary, and cost allocation (if applicable). 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.

C-2.2. Professional Qualifications

C-2.2.1. 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.

C-2.2.2. 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 youth served by the Provider. Security background investigation documentation shall be maintained on file with the Providers' employment records.

C-2.2.3. The Provider shall maintain staff for data and quality management functions who possess experience with computer-based information systems, technical assistance, and knowledge of the organization's system design. CWS reserves the right to request the resume of data staff to ensure qualifications are appropriate for the position.

C-2.3. Subcontracting

C-2.3.1. Subject to Section 4.3. of the Standard Contract, the Provider shall not subcontract for services under the terms of this Contract. 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.

C-2.3.2. (If applicable) The Provider shall execute contracts for subcontracted services within 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 CCC prior to the expiration of the 90-day deadline. Within 30 days of executing contracts for subcontracted services, the Provider shall provide CCC copies of the executed subcontract.

C-2.3.3. Subcontract Agreements. (If applicable) 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.

C-2.4. Records and Documentation

C-2.4.1. Client Records. The Provider shall maintain client information as follows:

C-2.4.1.1. 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.

C-2.4.1.2. 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 ORR requirements.

C-2.4.2. Format Requirements. Submission of documents produced by the Provider to satisfy the requirements of this section must be submitted to CWS in Microsoft Office product format in the versions used by CWS at the time of submission, currently MS Project 2007 or newer version, MS Word 2007 or newer version, MS Excel 2007 or newer version.

C-2.4.3. 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

CWS harmless from any claim or damage, including reasonable attorneys' fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records, whether public record or not, and promises to defend CWS against the same at its expense.

C-2.4.4. 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 CWS upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

C-2.4.5. 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 CWS approval.

C-2.5. Reports (programmatic and to support payment)

C-2.5.1. Required Reporting Submission. The Provider shall submit reports according to the reporting requirements specified in **EXHIBIT C5**. In the case of an anticipated delay in meeting this requirement, the Provider shall submit a written justification for the delay and a request for an extension to the CCC prior to the expiration of the submission deadline. Only submittals received by the due date or pursuant to an approved extension will be considered timely. All due dates not specifically identified are calendar days.

C-2.5.2. Additional Reporting Requirements. The Provider shall provide additional reporting pertaining to the services rendered in the Contract should CWS determine this to be necessary.

C-2.5.3. Data Reports.

C-2.5.3.1. Data Entry Deadlines. The Provider shall submit to CWS data by the 7th of each month, except in emergency circumstances and as approved in writing by the CCC. The reports produced by CWS are the official record of deliverables and overall program performance, unless notified immediately of discrepancies.

C-2.5.3.2. Data Integrity. If notified by CWS of reporting discrepancies, the Provider has two (2) 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 two (2) business days of the notification. The Provider shall notify the CCC when corrections are needed and again when corrections are completed.

C-2.5.4. 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 6.1. of the Standard Contract.

C-2.6. Provider Responsibilities

C-2.6.1. Provider Unique Activities

C-2.6.1.1. The Provider must be knowledgeable of the refugee/entrant populations to be served in the identified service area.

C-2.6.1.2. 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.

C-2.6.1.3. 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.

C-2.6.1.4. 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.

C-2.6.2. Coordination with Other Providers/Entities

C-2.6.2.1. CWS may undertake or award other contracts for additional or related work, and the Provider shall fully cooperate with other such Providers, CWS employees, 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.

C-2.6.2.2. The Provider shall attend the scheduled Refugee Task Force meetings for their service delivery area. The Provider shall participate in, present at, and collaborate with other social service agencies at the meetings.

C-2.7. Refugee Clients under Age 18. Providers who care for children and youth shall have and provide to CWS 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.

C-2.8. 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.

C-3. STANDARD CONTRACT REQUIREMENTS Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.



EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS

Name of Organization:		
Location:		
Contract number:		
Type of service:		
Report Period:	<u>Fall/Winter</u> October 1 – March 31	<u>Spring/Summer</u> April 1 – September 30

Section A: Accomplishments

Report <u>specific, measurable activities</u> related to refugees' attainment of self-sufficiency and integration		
Topic	Activities/Services	Outcome

Section B: Challenges & Emerging Issues

Report any <u>challenges or emerging issues</u> related to refugees' attainment of self-sufficiency and integration		
Topic	Challenge/Emerging Issue	Action & Resolution

Section C: Promising Practices

Report any promising practices adopted in the reporting period related to refugees' attainment of self-sufficiency and integration		
Topic	Promising Practice	Action & Resolution

Section D: Client Success Stories

Please provide one (1) success story of a refugee who received services during the reporting period.

Section E: Emergency Housing Assistance

Please report on any emergency housing assistance that was provided during the reporting period.



EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS

Topic Options for Sections A, B, and C	Topic Definition
Community Resources for Clients	Community resources for clients refers to the accessibility and availability of non-ORR services or programs for clients
Documentation/Records Management	Documentation/Records management refers to the maintenance and organization of case and program level documentation (i.e. case files, database, confidentiality, etc.)
Eligibility	Eligibility refers to the determination or documentation of eligibility of ORR programs and services
Program Development	Program development refers to building capacity and support for refugee assistance programs (i.e. outreach/education, partnerships, etc.)
Services	Services refer to the services and benefits specific to refugee assistance programs (e.g. health, employment, social, intensive case management (W-F), etc.)
Other	“Other” is used to document accomplishments, challenges and promising practices that do not specifically relate to the above-mentioned topics



EXHIBIT C3 – CLIENT RELEASE OF INFORMATION FORM

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-VIII of this form and the purpose for each, requesting the client initial each applicable section.

Client Initials

I. SOCIAL SECURITY NUMBER DISCLOSURE

I hereby agree to provide my social security number(s) to the Florida Department of Children and Families(DCF)/Refugee Service Program, though I understand I am not required to do so under the law. I further authorize the Florida Department of Children and Families/Refugee Services Program to use my social security number(s) for identity, income, employment and eligibility verification, as well as other purposes related to the administration of DCF 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/Refugee Services Program and Church World Service, Inc. to access Federal public benefits and/or Refugee Services-funded services.

III. PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE

I hereby authorize the release of my PHI to the Florida Department of Children and Families/Refugee Services Program 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 the Florida Department of Children and Families/Refugee Services Program for the purpose of determining eligibility for services, employment outcomes and/or economic statistics.

V. EMPLOYMENT OUTCOME DISCLOSURE INFORMATION

I hereby authorize the release of my employment information to the Florida Department of Children and Families/Refugee Services Program, for the purpose of verifying employment and determining the outcome of employment services. This data may include but is not limited to, Employee Information (Name, Date of Birth and Social Security Number), Employer Information, Employment Information (Job Title, most recent Start Date, and Termination Date, if applicable), and Salary/Benefits Information (Rate of Pay, Average Hours per Pay Period, Wages, Access to Health Insurance, etc.).

VI. CONTACT INFORMATION DISCLOSURE FOR CONDUCTING A SURVEY

I hereby authorize the release of my contact information: Full Name, Local Address, Cell/Home Phone Number, and Email address to the vendor approved by the Florida Department of Children and Families/Refugee Services Program for the purpose of conducting a survey to rate my refugee experience and generally assess refugee needs.

VII. CONTACT INFORMATION DISCLOSURE FROM ADULT EDUCATION SERVICE PROVIDERS

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, Adult Education test scores, Documentation of Vocational Program Completion, and ESOL level by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Adult Education provider to the Refugee Services funded Employment service provider so they can contact me to explain the employment and vocational training I might be eligible to receive.

VIII. CONTACT INFORMATION DISCLOSURE FROM EMPLOYMENT SERVICE PROVIDERS

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, and Test scores, if applicable, by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Employment service provider to the Refugee Services funded Adult Education provider so they can contact me to explain the educational services I might be eligible to receive.

CLIENT RIGHTS

- I have the right to revoke this authorization at any time by writing to the Florida Department of Children and Families/Refugee Services Program and Church World Service, Inc.
- 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/Refugee Services Program and Church World Service, Inc. will give me a copy of this form upon my request.
- I understand that this authorization will expire at the conclusion of my Refugee Services eligibility period (5 years from date of entry) 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.

_____ Client Name _____ Client Signature _____ Date

Provider Use Only: I have explained this form and its purpose to the client and the client has refused to sign.

_____ Provider Signature _____ Date



EXHIBIT C4 – RSDS SECURITY ACCESS REQUEST FORM



REFUGEE SERVICES DATA SYSTEM SECURITY ACCESS REQUEST (SAR) Revised: 6/16/2020

Form fields for Date, Contract Number, Provider / Program Name, Employee Requesting RSDS Access, Employee Position Title, Employee Email Address, Employee Phone, and Purpose for Access.

Attachments required with this form:

- DCF Security Agreement (form CF 0114, pg 1 and 2), signed and dated by both the supervisor and employee requesting RSDS access.
DCF Security Awareness Training Certificate (Internet training certificate).

Date that DCF Security Awareness Training was completed by employee:

DCF Security Awareness Training can be reached going to the DCF Internet site at: https://www.myflfamilies.com/general-information/DCF-training. You will need to follow the link "Security Awareness Training" in the middle of the page.

Signature and approval fields for Supervisor and Data Security Officer, including Name, Signature, and Date of Approval.

FOR DEPARTMENT USE ONLY section with fields for Contract Manager's Signature, Date, Data Unit Supervisor's Signature, and Date of Approval.



EXHIBIT C5 – REPORTING REQUIREMENTS

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	CWS Office
Invoice EXHIBIT F4	Monthly	15th day of each month following the service period.	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Narrative Reporting Requirements, as specified in EXHIBIT C1	Semi-Annually	April 5, 2020 October 5, 2020 April 5, 2021 October 5, 2021 April 5, 2022 October 5, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Actual Expenditure Report EXHIBIT F6	Quarterly	30 days following the end of the quarter	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Limited English Proficiency (LEP) Policy	Within 45 days following the Contract effective date and the LEP Policy Questionnaire annually thereafter	April 15, 2020 April 15, 2021 April 15, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Financial and Compliance Audit and accompanying management letter as specified in Attachment 1	Annually	Within 160 days following Provider's fiscal year end or within 30 days of Provider's receipt of the audit report, whichever occurs first	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Inventory Report EXHIBIT C2	Annually and 45 days prior to completion of Contract	August 15, 2020 August 15, 2021 August 15, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Emergency Preparedness Plan as specified in Section 9.2 of the Standard Contract	Within 20 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	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Civil Rights Compliance Checklist as specified in Section 7.13 of the Standard Contract	Within 20 days of Contract execution and annually thereafter	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Proof of Liability Insurance as specified in Section 4.5. of the Standard Contract	Within 20 days of Contract execution and annually thereafter	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@CWSGlobal.org
Support to the Deaf or Hard of Hearing as specified in Section 9.3.2 of the Standard Contract	Monthly	4 th business day of each month	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Employment Screening Affidavit as specified in Section 4.14.2. of the Standard Contract	Annually	July 15, 2020 July 15, 2021 July 15, 2022	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@CWSGlobal.org
CRS Transition Plan	Within three (3) days of Contract effective date	March 3, 2020	1 electronic	Lilliam Sorzano CCC

				LSorzano@CWSGlobal.org
CRS Plan	Within 30 days of Contract effective date	March 30, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Uptake Analysis	Annually	December 30, 2020 December 30, 2021	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Quality Management Plan (QMP)	45 days after Contract effective date	April 15, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Refugee-Specific Course Offerings	Quarterly/Term	March 20, 2020 June 20, 2020 August 20, 2020 December 20, 2021 March 20, 2021 June 20, 2021 August 20, 2021 December 20, 2022 March 20, 2022 June 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org



EXHIBIT C10 – CHILD CARE REFERRAL Non-TANF Refugee Services

1. To: Provider Name _____ 2. Date of Referral _____
 3. Address of Eligibility Center _____ Phone# _____

4. Parent's Name _____		DOB: _____	
5. a. Address _____		Phone: _____	
6. Parent's Alien Number _____	7. Parent's Date of Entry into U.S. _____	8. Country of Origin _____	
9. Spouse / Second Parent Name if in the Home _____		10. Spouse/2 nd Parent's Alien # _____	11. Spouse/2 nd Parent's Date of Entry into U.S. _____
		12. Country of Origin of 2 nd Parent _____	
13. Services Currently Being Received By Parent: (i.e. Medicaid, TANF Support Services, etc.) _____			

14. Referral Source (i.e. Employment, Adult Ed., Match Grant): (Select one)		
<input type="checkbox"/> Employment Provider	<input type="checkbox"/> Adult Education Provider	<input type="checkbox"/> Matching Grant Program
15. Priorities: (Select one)		
First - <input type="checkbox"/> Currently employed and placed by an Employment Provider or Match Grant Program.		
Second - <input type="checkbox"/> Currently enrolled full-time in Adult Education classes.		
Third - <input type="checkbox"/> Currently enrolled part-time in Adult Education classes or ESOL.		
Fourth - <input type="checkbox"/> Currently enrolled with an Employment Provider or Match Grant Program and is actively seeking employment.		
16. Date of employment or enrollment in an employment or adult education program. _____	17. Employed at Date of Referral <input type="checkbox"/> Yes <input type="checkbox"/> No	18. Employed 6 mo. <input type="checkbox"/>
ESOL or Adult Education registration period: _____	Family Size: _____	19. Termination Date _____
20. Reason: _____		

Employment Location	Address	Phone
Parent: _____	_____	_____
2 nd Parent: _____	_____	_____

21. Names of Children	22. Date of Birth	23. Social Security # (If Available)	24. Alien #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attachments:	25. Copy of current immunization record <input type="checkbox"/>	26. Copy of Child(ren)'s Birth Certificate <input type="checkbox"/>
	27. Copy of Child(ren)'s physical examination record (completed within last 12 mos.) <input type="checkbox"/>	
	28. Copy of USCIS Documentation showing refugee/entrant status <input type="checkbox"/> (if Available)	
	29. Copy of Social Security Cards <input type="checkbox"/> (if Available)	

Comments: _____

30. Name & Telephone # of Referring Agency _____

Signature of Representative

Date Form Completed



EXHIBIT D – DELIVERABLES

D-1. Service Units.

- D-1.1.** The Provider shall provide the following service units for the period of March 1, 2020 through September 30, 2020.
- D-1.1.1.** The Provider shall deliver at least 4 verified CL job placements.
- D-1.1.2.** The Provider shall deliver at least 576 ELI enrollments during the school year.
- D-1.2.** Deliverables and minimums for future years will be added via formal contract amendment.
- D-1.3.** The Provider shall deliver Comprehensive Refugee Services as described in Exhibit C, Task List of this contract for the period of **April 1, 2020 to September 30, 2020**. A unit of service is one full month of Comprehensive Refugee Services with a minimum of 25 allowable Service Tasks as described in **Section C-1** of this contract. Evidence of performance shall be documented by information entered into the Refugee Services Data System (RSDS). When specific service tasks are not captured in RSDS, the Provider shall submit to the Contract Compliance Coordinator a monthly report with evidence of performance.
- D-1.4.** For the period **October 1, 2020 through September 30, 2021**, the provider shall deliver at least 7,185 Comprehensive Refugee Services Units, inclusive of all services as outlined in **EXHIBIT F3 – SERVICE UNIT RATE TABLE** with a monthly minimum of 283 Services Units in Broward County, of which a minimum of 40 Service Units by Term must be new registrations.



EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 MINIMUM PERFORMANCE MEASURES.

E-1.1 The following performance measures will be reviewed and calculated as indicated for the period March 1, 2020 to September 30, 2020. Failure to meet performance standards may result in corrective action or contract termination as provided in Section 6.2 of the Standard Integrated Contract. Clients who were carried over from prior expired or terminated contracts will be included in the below performance measures.

Quarterly Cumulative Performance Measures (Annual Measures):

- E-1.1.1** **Seventy-five percent (75%)** or more of placed clients shall be employed at the 90-day follow-up.
- E-1.1.2** **Forty-five percent (45%)** of clients with a full-time job placement shall have access to health insurance.
- E-1.1.3** **Forty percent (40%)** of clients participating in CET services shall be employed, in an associated field, within 90 days of completion of the training program.
- E-1.1.4** **Seventy percent (70%)** of CL clients shall receive an increase in salary after initial job placement following completion of training.

Term Performance Measures:

- E-1.1.5** **At least fifty-five percent (55 %)** of ELI courses in which clients are enrolled (and not withdrawn) within a reporting period will result in a completion.
- E-1.1.6** **At least forty-five percent (45%)** of ELI courses completed by clients within a reporting period shall result in a successful completion or a LCP as validated by standardized assessment instruments.
- E-1.1.7** **At least thirty-five percent (35%)** of clients who have earned a successful completion or LCP from a prior term will enroll in the next level of ELI course in the following term.

E-1.2 Description of Performance Measurement Terms.

- E-1.2.1** **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.
- E-1.2.2** **Awaiting job placement.** A client receiving employment services with no recorded job placement from intake up to report starting period.
- E-1.2.3** **Employment Intake.** A client for whom an intake for employment services was conducted within 12 months of the reporting period and the client was included in the carryovers from February 29, 2020 during the prior contract period.
- E-1.2.4** **Follow-up.** The activity of contacting clients or their employer(s) to determine whether clients are employed at any unsubsidized job.
- E-1.2.5** **Job Placement.** The acceptance of unsubsidized full-time employment as a result of a referral from the Provider, or self-placement employment that is not the result of a referral from the Provider.
- E-1.2.6** **Clients with first placements.** A client having the first placement recorded during report period, including self-placements.
- E-1.2.7** **Completion** means that clients are able, according to DOE standards, to take the related standardized test (such as CASAS test) and the results (including course end date and reason) have been entered in RSDS.
- E-1.2.8** **Completion Points:** Point(s) attained representing OCP or LCP or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks.
- E-1.2.9** **Enrollment** means clients have an end date (have not withdrawn) and have an outcome for each course.
- E-1.2.10** **ELI courses;** as defined in **Exhibit A1**, includes ESOL, ESOLAS, English Literacy for Career and Technical Education.

- E-1.2.11 Withdrawn** includes death of the client, the client has withdrawn from the course within one month of course start date, relocated, or obtained employment and is no longer able to attend the course.
- E-1.2.12 RS Population Report.** A quarterly report developed by the RS Program to summarize the new population based on arrival data from local resettlement agencies, Florida Department of Health, DCF-ESS, and the Worldwide Refugee Admission Processing System.
- E-1.2.13 Successful Completion.** Clients who complete a course and attain competencies as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks earning a Pass designation.
- E-1.2.14 Stable Housing.** Clients indicate on the RS follow-up assessment that their housing situation is stable.

E-1.3 Performance Measures for the period of April 1, 2020 through September 30, 2020:

- E-1.3.1. Seventy-five (75%)** of clients placed shall be employed at the 90-day follow-up.
- E-1.3.2. Forty-five percent (45%)** of clients with a full-time job placement shall have access to health insurance.

E-1.4 Performance Measures for the period of October 1, 2020 through September 30, 2022.

- E-1.4.1 At least fifty-five percent (55 %)** of ELI courses in which clients are enrolled (and not withdrawn) within a reporting period will result in a completion.
- E-1.4.2 At least forty-five percent (45%)** of ELI courses completed by clients within a reporting period shall result in a successful completion or an LCP as validated by standardized assessment instruments.

E-2 Performance Evaluation Methodology for the period March 1, 2020 to September 30, 2020.

E-2.1 The calculation of performance measure **E-1.1.1** shall be determined using the following:

$\frac{\text{\# of placed clients employed at 90-day follow-up}}{\text{\# of 90-day follow-ups due to be completed}} \geq 75\%$

E-2.2 The calculation of performance measure **E-1.1.2** shall be determined using the following:

$\frac{\text{\# of clients placed in at least one (1) full-time job with access to health insurance}}{\text{\# of clients placed in at least one (1) full-time job}} \geq 45\%$

E-2.3 The calculation of performance measure **E-1.1.3** shall be determined using the following:

$\frac{\text{\# of CET clients employed within 90 days of completing a training program}}{\text{\# of CET clients who completed a training program}} \geq 40\%$

E-2.4 The calculation of performance measure **E-1.1.4** shall be determined using the following:

$\frac{\text{\# of CL participants who received an increase in salary after initial job placement following completion of training}}{\text{\# of CL participants who received an initial job placement following completion of training}} \geq 70\%$
--

E-2.5 The calculation of performance measure **E-1.1.5** shall be determined using the following:

$\frac{\text{\# of ELI courses completed by clients (and not withdrawn) within the reporting period that resulted in a completion}}{\text{\# of ELI courses completed by clients (and not withdrawn) during the reporting period}} \geq 55\%$

E-2.6 The calculation of performance measure **E-1.1.6** shall be determined using the following:



# of ELI courses completed by clients within the reporting period that resulted in a successful completion or LCP	≥	45%
# of ELI courses completed by clients during the reporting period		

E-2.7 The calculation of performance measure **E-1.1.7** shall be determined using the following:

# of clients who earned a LCP from a prior term and enroll in the next level of ELI course in the following term	≥	35%
# of clients who earned a LCP from a prior term		

E-3 Performance Evaluation Methodology for the period October 1, 2020 to September 30, 2022.

E-3.1 The calculation of performance measure **E-1.4.1** shall be determined using the following:

# of ELI courses completed by clients (and not withdrawn) within the reporting period that resulted in a completion	≥	55%
# of ELI courses completed by clients (and not withdrawn) during the reporting period		

E-3.2 The calculation of performance measure **E-1.4.2** shall be determined using the following:

# of ELI courses completed by clients within the reporting period that resulted in a successful completion or LCP	≥	45%
# of ELI courses completed by clients during the reporting period		



EXHIBIT F – METHOD OF PAYMENT

F-1 This is a Fixed Rate/Cost Reimbursement Contract.

F-2 Total Contract Amount. CWS will reimburse the Provider for the delivery of services rendered in accordance with the terms of the Contract and CWS will reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract, up to a Total Contract Amount as outlined in the table below. As funding is based on the availability of funds, the Contract amount may be increased or decreased at any time.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
March 1, 2020 – September 30, 2020	\$270,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$138,821.00
Total Contract Amount	\$760,898.00

F-3 Service Units.

F-3.1 Fixed Rate (Unit Costs). CWS agrees to pay the Provider for the delivery of all service units verified during the reporting period, at the unit rate outlined in **EXHIBIT F3** and up to a total amount as outlined in the table below. Adjustments to **EXHIBIT F3** may be made without a formal contract amendment, reflecting CWS and Provider's agreement of the price that should be applied. Although based on unit price, this Contract is funded by a federal grant and contract payments must ultimately be based on actual unit costs.

Total Fixed Rate Amount (by budget period)	
Budget Period	Fixed Rate Budget Amount
March 1, 2020 – September 30, 2020	\$257,077.00
October 1, 2020 – September 30, 2021	\$352,000.00
October 1, 2021 – September 30, 2022	\$138,821.00
Total Contract Amount	\$747,898.00

F-3.2 Service Unit Rates. Service unit rates are estimated costs of performance and may be periodically adjusted as appropriate to reflect the cost of performance actually incurred, based on the review by CWS and Provider of the actual expenditure reports submitted by the Provider, provided that the actual expenditure reports reflect a deficit or surplus in operational costs. The service unit rates outlined in **EXHIBIT F3** may be revised without a formal contract amendment, reflecting the CWS and Provider's agreement of the price that should be applied. Payments made to the Provider in excess of the actual costs of providing contracted services will be refunded to CWS in accordance with Section 3.5 of the Standard Contract.

F-3.3 Conditions of Fixed Rate Payment. Service unit costs for the period March 1, 2020 to September 30, 2022. Service units achieved for the purpose of payment during any month shall be based on dates recorded in RSDS by the date specified for data submission as required in Section C-2.5.3.1. of the Contract.

F-3.3.1 Conditions of Fixed Rate Payment for Adult Education Services are below:

F-3.3.1.1 The Provider shall not be reimbursed for more than three (3) enrollments in a particular level or course by client.

F-3.4 Cost Reimbursement. CWS will reimburse the Provider for allowable expenditures incurred pursuant to the terms of the Contract, up to a total amount as outlined in the table below.

Total Cost Reimbursement Amount	
Category	Cost Reimbursement Budget Amount
March 1, 2020 – September 30, 2020	\$13,000.00
October 1, 2020 – September 30, 2021	\$0.00
October 1, 2021 – September 30, 2022	\$0.00
Total Cost Reimbursement Amount	\$13,000.00

F-3.4.1 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 F4**) and page-numbered supporting documentation to the CCC.

F-4 Supporting Documentation Requirements.

F-4.1 Fixed Rate. RS will produce the official fixed rate invoice reports and supporting documentation. The Provider shall request payment for each period through the submission of a properly completed invoice (**EXHIBIT F4 – INVOICE**) based on the official fixed rate invoice report produced by RS, which includes a client list and a number of service units rendered list. Although the Provider is not required to submit the invoice with supporting documentation of actual payment of expenses, CWS reserves the right to request verification of expenses at any time. Consequently, the Provider shall ensure expenses are verifiable by maintaining receipts and copies of cancelled checks to support all program expenses.

F-4.2 Cost Reimbursement.

F-4.2.1 Supportive Services. Receipts documenting actual payment of supportive service expenses are required to be maintained by the Provider for all expenses incurred (e.g., bus passes and bus pass distribution, testing, tuition, books, tools, uniforms, recertification, subsidized child care costs, etc.). Sufficient documentation and proof of payment are required for all expenses of this nature. These documents shall be made available upon request for purposes of audit, invoice review and/or inspection by authorized representatives of CWS, the Department, Auditor General, or DFS.

F-4.2.2 CET Services. The Provider shall maintain records of all agreements between the Provider and the vocational training vendor, STT vendor, and/or the employer participating in OJT. Supporting documentation for Vocational and STT shall include the names (or unique identifiers) of clients receiving training dates of training, payments/receipts sufficient for an audit trail documenting service provision. Purchases made from outside vendors shall be supported by paid invoices and/or receipts and copies of canceled checks if available. Supporting documentation for OJT shall include the names (or unique identifiers) of clients receiving OJT, 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.

F-4.2.3 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.

- F-4.2.4 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.
- F-4.2.5 DFS.** DFS reserves the right to require further documentation on an as needed basis.
- F-4.2.6 CWS reserves the right to request additional information from the Provider regarding invoice supporting documentation.**

F-5 Invoice Schedule.

- F-5.1 Fixed Rate/Cost Reimbursement.** The Provider shall submit a properly completed invoice for service units and expenses no later than the 15th of each month following the month of service provision. For fixed rate invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the CCC within 75 calendar days of the month of service provision. For cost reimbursement invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the CCC within 75 calendar days of payment of actual costs by the provider or services being rendered, whichever date is later. If the Provider encounters events beyond their control or other extenuating circumstances in meeting invoice deadlines, the Provider shall submit a written request for an extension to the CCC detailing the circumstances. CWS has sole discretion on whether to grant such a request. The final invoice is due 30 days after the Contract ends or is terminated. Charges on the invoice must be accompanied by supporting documentation.
- F-6 Invoice Approval Process.** The CWS' CCC 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 **EXHIBIT C5**. Once approved, CWS will pay the invoice in accordance with Section 215.422, F.S.
- F-7 Budget Revisions.** Budget revisions may be authorized under the terms of this Contract. The Provider must obtain written approval from the CWS' CCC 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:
 - F-7.1** The change does not decrease or increase the original dollar amount of the Contract budget;
 - F-7.2** There is another line item in the budget from which funds can be shifted without affecting the scope of the work;
 - F-7.3** The change does not involve establishing a new line item; and
 - F-7.4** If financial consequences are applied to an invoice, a budget revision (**EXHIBIT F5**) will be required to account for the penalties assessed. Budget revisions which do not meet the above conditions will require a properly executed Contract amendment signed by the Provider and CWS. Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.
- F-8 Cumulative Actual Expenditure Report.** The Provider shall submit a cumulative actual expenditure report (as specified in **EXHIBIT F6**) to the CWS' CCC (30) days following the end of each quarter. The cumulative actual expenditure report shall reflect for each service component:
 - F-8.1** Line item actual expenditures incurred during the quarter;
 - F-8.2** Sufficient line item detail by line item (e.g. include actual expenditures under the Personnel line item); and
 - F-8.3** Line item expenditure projections for the remaining quarter(s).

CWS 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.

Although payment is based on unit rates, this Contract is funded by a Federal grant and Contract payments must ultimately be based on actual costs. If the cumulative actual expenditure report indicates that payments were made to the Provider in excess of the actual costs of providing Contracted services, the Provider may be directed to return funds to CWS.
- F-9 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 CWS in accordance with Section 3.5., Overpayments and Offsets, in the Standard Contract. During the final year of the Contract, CWS reserves the right to request quarterly or monthly expenditure reports to monitor

the relationship of fixed-rate payments to actual costs. If, in the CWS' 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, CWS may require refunds of such excess as frequently as quarterly.



EXHIBIT F1 – ADDITIONAL FINANCIAL CONSEQUENCES

The following financial consequences apply in addition to the Financial Consequences provided in Section 6.1 of this Contract

F1-1. Financial Consequences. For the period March 1, 2020 – September 30, 2020, the Provider shall be assessed financial consequences in accordance with Section 6.1 of the Standard Contract, if the Provider fails to meet the minimum monthly level of service identified in **EXHIBIT D**. CWS will apply financial consequences by deducting the cost per unit for each unmet unit as outlined in the table below.

Service Type	Deliverables	Financial Consequences for unmet units
Employment	Employment Verified Placement	\$125.00 per unmet unit

F1-2. Financial Consequences for future years will be added via Contract amendment.

F1-3. For the period **April 1, 2020 – September 30, 2020**, the Provider shall be assessed financial consequences in accordance with Section 6.1 of the Standard Contract, if the Provider fails to meet the minimum monthly level of service identified in **EXHIBIT D – DELIVERABLES, Section D-1.3**. A payment reduction of \$29.00 will be imposed for each service unit not met.

F1-4. For the period **October 1, 2020 – September 30, 2022**, the Provider shall be assessed financial consequences in accordance with Section 6.1 of the Standard Contract, if the Provider fails to meet the minimum monthly level of service identified in **EXHIBIT D – DELIVERABLES, Section D-1.4**. A payment reduction of \$59.19 will be imposed for each service unit not met.

EXHIBIT F2 – PROJECT BUDGET SUMMARY (REVISED 10/01/2020)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #		CONTRACT AMOUNT:	
CONTRACT PERIOD:	03/01/20-09/30/22	CONTRACT MANAGER:	
BUDGET PERIOD:	10/01/20 - 9/30/21	# of Months in Budget Period	12
Personnel		% of budget	Estimated Total
A. Personnel	48.11%	\$	169,350.00
B. Fringe Benefits	15.61%	\$	54,936.31
C. Other Personnel Services (OPS)	0.00%	\$	-
D. Background Checks	0.00%	\$	-
Personnel Costs Total		\$	224,286
Travel			Estimated Total
E. Staff Travel/Training	0.18%	\$	649.83
F. Client Transportation	0.00%	\$	-
Travel Costs Total		\$	650
Expense			Estimated Total
G. Office Expenses			
1. Utilities	0.00%	\$	-
2. Telephone	0.00%	\$	-
3. Postage/Shipping	0.01%	\$	45.00
4. Copies/Printing	0.10%	\$	360.00
5. Office Supplies	0.09%	\$	300.00
6. Janitorial Supplies	0.00%	\$	-
7. Building Maintenance & Repair	0.00%	\$	-
8. Equipment Repair	0.24%	\$	850.00
9. Office Equipment	0.00%	\$	-
10. Security Services	0.00%	\$	-
H. Rental Use of Space	0.00%	\$	-
I. Rental Equipment	0.00%	\$	-
J. Insurance	0.00%	\$	-
K. Advertising/Outreach	0.00%	\$	-
L. Membership Fee/Subscriptions	0.00%	\$	-
M. Client Educational/Training Tools	30.87%	\$	108,670.00
N. Fixed Price Services	0.00%	\$	-
O. Information Resource Technology	0.02%	\$	77.00
P. Subcontracted Services	0.00%	\$	-
Q. Subcontracted Client Services	0.00%	\$	-
R. Financial Audit	0.00%	\$	-
Expense Cost Total		\$	110,302
Direct Costs			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)	0.00%	\$	-
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%	4.76%	\$	16,762.00
Direct Cost Total		\$	16,762
		100.00%	
Total Contract Budget		\$	351,999.83
Total Contract Budget Rounded to the Nearest Whole Dollar		\$	352,000.00

EXHIBIT F2 – PROJECT BUDGET SUMMARY (REVISED 10/01/2020)

Personnel - A & B														
Position Title	Salaries			Social Security		Medicare		Health Ins		Dental Ins		Life Ins		
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project
Director	71,500.00	90%	12	64,350.00	3,989.70	3,989.70	933.08	933.08	9,348.00	9,348.00	372.00	372.00	96.53	96.53
ELI Coordinator	46,000.00	100%	12	46,000.00	2,852.00	2,852.00	667.00	667.00	9,348.00	9,348.00	372.00	372.00	69.00	69.00
PSAV Specialist	40,000.00	100%	12	40,000.00	2,480.00	2,480.00	580.00	580.00	9,348.00	9,348.00	372.00	372.00	60.00	60.00
Administrative Specialist (Part-Time)	19,000.00	100%	12	19,000.00	1,178.00	1,178.00	275.50	275.50	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-	-
Totals	176,500.00			169,350.00	10,499.70	10,499.70	2,455.58	2,455.58	28,044.00	28,044.00	1,116.00	1,116.00	225.53	225.53

Salaries show Broward College cost of living increase of up to 3% to all employees during the contract year.

Personnel - A & B (Continued)

Personnel - A & B (Continued)													
Position Title	Salaries			Disability Ins		Workers Comp		Retirement/Pension		Totals		Totals	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project	Salary & Benefits Charged to Project
Director	71,500.00	90%	12	64,350.00	128.70	128.70	-	-	4,671.81	4,671.81	19,539.81	83,889.81	83,889.81
ELI Coordinator	46,000.00	100%	12	46,000.00	92.00	92.00	-	-	3,339.60	3,339.60	16,739.60	62,739.60	62,739.60
RENEW Grant Specialist	40,000.00	100%	12	40,000.00	80.00	80.00	-	-	2,904.00	2,904.00	15,924.00	55,924.00	55,924.00
Administrative Specialist (Part-Time)	19,000.00	100%	12	19,000.00	-	-	-	-	1,379.40	1,379.40	2,832.90	21,832.90	21,832.90
		100%		-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-
Totals	176,500.00			169,350.00	300.70	300.70	-	-	12,294.81	12,294.81	54,936.31	224,286.31	224,286.31

*Rounded to the nearest dollars

Legend: CTRB - Contribution



EXHIBIT F2 – PROJECT BUDGET SUMMARY (REVISED 10/01/2020)

PERSONNEL NARRATIVE	
Director	The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Establishing and maintaining partnerships with community-based organizations and other refugee services providers. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files.
Data Analyst/ELI Coordinator	ELI Coordinator will be responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Manages and supervises ESOL instructors and courses. Serves as the CASAS Administrator, scores, records and communicates all clients' assessment tests results; and coordinates trainings for instructors. Serve as Burlington/English program administrator. register students, add classes, add instructors, and generate students' progress report; creating course reference numbers and maintaining course and instructor information in the Broward College CID system. Refer clients who complete the 3rd ESOL and higher course levels to employment and vocational providers. Serves as a resource instructor to classroom instructors to enhance their success in meeting students' needs. Monitors and reports instructional hours and student attendance. Responsible for creating and maintaining the Quick reference database; entering required data into the RSDS and CD systems.
RENEW Grant Specialist	Responsible for all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Completes program administrative duties such as payroll and purchase orders. Follows up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files. Gathers, monitors, and manages electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others. Provides accurate registration data, completion records and performance information to Data Analyst for state reports and internal records and updates/prepares/maintains assigned clients' electronic files for monthly review by program director.
Part-time Administrative Specialist	Assists with all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties.

FRINGE BENEFITS	
TYPE	DESCRIPTION
Social Security	6.2% Social Security X \$169,350.00 staff salaries= \$10,499.70 (rounded to nearest\$).
Medicare	1.45% Medicare X \$169,350.00 of staff salaries= \$2,455.58 (Rounded to nearest\$).
Health Ins	Health insurance benefits are extended to all full time emolovees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 12 months per full time employee.
Dental Ins	Dental nsurance benefits are extended to all full time employees and is calculated at \$372.00 per year or \$31.00 per month per full time employee. Dental Insurance is calculated at \$31.00 X 12 months per full time employee.
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .15% of staff salary.
Disability Ins	All full-time staff maintain disability coveraoe. Disability insurance is calculated at .20% of full-time staff (FTEs) salaries.
Workers Comp	Workers comp is provided by the colleoe to all employees.
Unemployment Ins	
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 7.26 % of Staff (FTE) salaries. Total salaries times 7.26% or \$169,350.00 X 7.26% = \$12,294.81 (Rounded to nearest\$).
Additional Information: The Program Director will be dedicating and charging 90% of the work time to Project RENEW.	



EXHIBIT F2 – PROJECT BUDGET SUMMARY (REVISED 10/01/2020)

C. OTHER PERSONNEL SERVICES (OPS)

D. BACKGROUND CHECKS

E. STAFF TRAVEL & TRAINING ITEM

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	74.5	12	397.83
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage \$				398

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	1	1	1	-
Conferences/Meetings - Professional and Academic	\$ 252.00	1	1	1	252.00
Airfare	\$ -	1	1	1	-
Registration Fees	\$ -	1	1	1	-
Per Diem	\$ -	1	1	1	-
Hotel/Lodging	\$ -	1	1	1	-
Car Rental	\$ -	0	0	0	-
Incidental Expenses	\$ -	0	0	0	-

Subtotal Conference/Meeting Travel and Training \$ 252

***Rounded to the nearest dollar** **Staff Travel & Training Total \$ 650**

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 74.5 miles per month X 0.445 X12= \$397.83 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional Professional development training in conferences, not offered by Broward College, will be made available to all staff estimated in \$252.00 including conference registration fee, airfare, lodging, per diem and transportation expenses.

F. CLIENT TRANSPORTATION

Expense Category

G. OFFICE EXPENSES

1. Utilities

2. Telephone

3. Postage/Shipping

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 15.00	1	3	100%	45.00
		1	1	100%	-

Postage/Shipping Estimated Total \$ 45

Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.

4. Copies/Printing

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Business Cards		1	1	100%	-
Copying charges	\$ 0.10	300	12	100%	360.00

Copies/Printing Estimated Total \$ 360

Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$360.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (REVISED 10/01/2020)

5. Office Supplies

Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 30.00		10	100%	300.00
					-

*** Rounded to the nearest dollar** **Office Supplies Total** \$ **300**

Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$30.00 per month X 10 months.

6. Janitorial Supplies

7. Building/Maintenance

8. Equipment Repair

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 850.00	1	1	100%	850.00
\$ 3.00					\$ 850

NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.

9. Office Equipment

10. Security Services

TOTAL ESTIMATED OFFICE EXPENSES COST \$ **1,555**

Expense Category (continued)

H. RENTAL OF USE OF SPACE

I. RENTAL EQUIPMENT

J. INSURANCE

K. ADVERTISING/OUTREACH

L. MEMBERSHIP FEES & SUBSCRIPTIONS

M. CLIENT EDUCATIONAL AND TRAINING TOOLS

Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors' Wages	\$ 25.00	400	10	100%	\$ 100,000.00
ELI - Educational Material	\$ 30.00	94	3	100%	\$ 8,460.00
ELI Vouchers	\$ 70.00	3	1	100%	\$ 210.00
Admission Application Fees	\$ -	0	1	100%	\$ -
*Rounded to the nearest dollar Client Education and Training Tools Estimated Total					\$ 108,670

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC Ids. The proposed budget will cover the following items: ELI instructors wages at an estimated rate of \$25.00 X 400 class hours X 10 months totaling an estimated cost of \$100,000.00 and may include instruction in any of the following types of ELI: ESOL, ELCATE, ESOLAS, WRS, Citizenship and GED. Educational materials total estimated cost = \$8,460.00. Client Educational expenditures may include vouchers and internal scholarships for clients' registration in approved courses. ELI vouchers estimated cost = \$70 x 3 = \$210.00.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (REVISED 10/01/2020)

O. INFORMATION RESOURCE TECHNOLOGY

IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 38.50	1	2	100%	\$ 77.00
Computer/laptop maintenance	\$ -	0	0	0%	\$ -
IRT Estimated Total					\$ 77

Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, DCF Oracle System access, and SAVE System access.

INDIRECT COSTS

T.

Total Personnel, Travel, and Expenses	\$ 335,238.14	
Indirect Cost Rate	5%	
Indirect Costs Total (less OCO)		\$ 16,762

Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2019-20.

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)

TOTAL BUDGET AMOUNT \$ 352,000



**EXHIBIT F3 – SERVICE UNIT RATE TABLE
(REVISED 10/01/2020)**

Service Unit Table. For the period of October 1, 2020 through September 30, 2021.

Adult Education Service Units	
Service Unit	Unit Cost
Registration	\$ 25.00
Pre-Test/ Post-Test	\$ 15.00
Voucher Cost and Administration	\$ 70.00
Guidance and Retention <i>(multiple instances per client)</i>	\$ 35.00
Enrollment into ELI Level Course	\$ 220.00
Literacy Completion Point (LCP) and/or Pass Payment	\$ 30.00
Instructional Hours	\$ 40.00



EXHIBIT F5 – BUDGET REVISION

Provider name:		REV #:	
Address:	Contract #:	Date	
BUDGET REVISION WORKSHEET			
LINE ITEMS	ORIGINAL AMOUNT	REVISIONS	REVISED BUDGET
Personnel			
Fringe Benefits			
OPS			
Background Checks			
Staff Travel & Training			
Client Transportation			
Utilities			
Telephone			
Postage/Shipping			
Copies/Printing			
Office Supplies			
Janitorial Supplies			
Building Maintenance & Repair			
Equipment Repair			
Office Equipment			
Rental Use of Space			
Rental Equipment			
Insurance			
Advertising/Outreach			
Client Education and Training Tools	\$0.00		\$0.00
Information Resource Technology			
Subcontracted Services			
Subcontracted Client Services			
Financial Audit			
Operating Capitol Outlay			
Indirect Costs	\$0.00		\$0.00
	\$0.00	\$0.00	\$0.00
Contract Manager Approval	Date		



EXHIBIT F6 – ACTUAL EXPENDITURE REPORT

Quarterly/Annual Actual Expenditure Report

Contract	Quarter 1		Quarter 2		Quarter 3		Quarter 4		YTD		Remaining Budget
	Budget	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	
Personnel Category											
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. Telephone	-	-	-	-	-	-	-	-	-	-	-
2. Postage/Shipping	-	-	-	-	-	-	-	-	-	-	-
3. Copies/Printing	-	-	-	-	-	-	-	-	-	-	-
4. Office Supplies	-	-	-	-	-	-	-	-	-	-	-
5. Janitorial Supplies	-	-	-	-	-	-	-	-	-	-	-
6. Equipment Repair	-	-	-	-	-	-	-	-	-	-	-
7. Office Equipment	-	-	-	-	-	-	-	-	-	-	-
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. Career Laddering Services	-	-	-	-	-	-	-	-	-	-	-
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:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Draw-Down:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Surplus/Deficit:	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Amount to be Refunded (if applicable):	\$0.00	*									

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or

Provider Signature _____

Date _____



ATTACHMENT 1

The administration of resources awarded by CWS to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, CWS and/or the Florida Department of Children and Families 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 CWS and the Florida Department of Children and Families staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by CWS and/or the Florida Department of Children and Families. In the event CWS and/or the Department of Children and Families determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by CWS and/or the Florida Department of Children and Families regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CWS' CCC, 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 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 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 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to CWS' CCC and the Florida Department of Children and Families' Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to CWS' CCC and the Florida Department of Children and Families' Single Audit Unit 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 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 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 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by Contract number for each Contract with CWS 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 CWS and/or the Florida Department of Children and Families shall be fully disclosed in the audit report package with reference to the specific Contract number.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) 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 CWS' CCC and the Florida Department of Children and Families' Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to CWS' CCC and the Florida Department of Children and Families' 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 CWS 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 CWS and/or the Florida Department of Children and Families 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 CWS pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) 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. CCC for this contract (1 electronic copy)
Lilliam Sorzano
1924 NW 84 Ave
Doral, FL 33126
Email address: LSorzano@CWSGlobal.org
<http://harvester.census.gov/fac/collect/ddeindex.html>

- 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: HQW.IG.Single.Audit@myffamilies.com

- C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) 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 2 CFR § 200.512.

- 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

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 CWS, the Florida Department of Children and Families or their 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 CWS, the Florida Department of Children and Families or their 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 CWS and/or the Florida Department of Children and Families.



**ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: _____ Date: _____

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____



ATTACHMENT 3

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 CWS.
- 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 CWS;
- 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 , 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 CWS' Security Officer and the CCC 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 the CCC 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 CWS 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 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by CWS 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 CWS;
- 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 CWS' 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 CWS' 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 CWS 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 CWS 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 CWS with data analyses relating to the health care operations of CWS (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 CWS' knowledge of a material breach by the Business Associate, CWS 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 CWS;
- 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, CWS 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 CWS or, if permission is granted by CWS, 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 CWS or, if permission is granted by CWS, 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.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: _____

Date: _____

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____

CF 1123

Effective July 2015

(CF-1123-1516)



Attachment

Contract No. [Redacted]

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

DocuSigned by:
Mildred Coyne
DCAA8BDE1B7E441...

Signature

12/15/2020

Date

Mildred Coyne

Name (type or print)

SVP, Workforce Ed

Title

CF 1125

Effective July 2015

(CF-1125-1516)



AMENDMENT #0001

Contract #XK060BC

Effective April 1, 2020, for the period of time April 1, 2020 – September 30, 2020, these amendments will apply to the above referenced contract as follows:

1. **C-1. is amended to add:**

C-1.26. Access to Schooling. The provider may provide instruction and advocacy to youth clients ages 5 to 18 and mentoring clients age 15 to 24 years of age to acquire knowledge necessary to access internet services, educational resources, school communications, as well as, ensuring their parents have a clear understanding of the child's distance learning instructional continuity plan for completion and submission of school-related assignments from **April 1, 2020 – September 30, 2020.**

2. **D-1. is amended to add:**

D-1.3. The Provider shall deliver Comprehensive Refugee Services as described in **Exhibit C, Task List** of this contract for the period of **April 1, 2020 to September 30, 2020.** A unit of service is one full month of Comprehensive Refugee Services with a minimum of **25** allowable Service Tasks as described in **Section C-1** of this contract. Evidence of performance shall be documented by information entered into the Refugee Services Data System (RSDS). When specific service tasks are not captured in RSDS, the Provider shall submit to the Contract Compliance Coordinator a monthly report with evidence of performance.

3. **E-1. is amended to add:**

E-1.3. Performance Measures for the periods of April 1, 2020 through September 30, 2020:

E-1.3.1. Seventy-five (75%) or more of clients placed shall be employed at the 90-day follow-up.

E-1.3.2. Forty-five percent (45%) more of clients with a full-time job placement shall have access to health insurance.

4. **F-3 is amended to add:**

F-3.5. Service Units/Fixed Price Monthly Payment.

For the period of **April 1, 2020 to September 30, 2020**, CWS agrees to pay the Provider for the delivery of all service units, (a service unit is defined as one month of Comprehensive Refugee Services). The monthly service cost shall not exceed **\$36,725.00**, subject to the availability of funds. Although based on unit price, this contract is funded by a Federal grant and contract payments must be reasonable, allowable and necessary and must be based on actual unit costs.

5. **F1 is amended to add:**

F1-3. For the period **April 1, 2020 – September 30, 2020**, the Provider shall be assessed financial consequences in accordance with **Section 6.1** of the Standard Contract, if the Provider fails to meet the minimum monthly level of service identified in **EXHIBIT D – DELIVERABLES, Section D-1.3.** A payment reduction of **\$29.00** will be imposed for each service unit not met.



AMENDMENT #0001

Contract #XK060BC

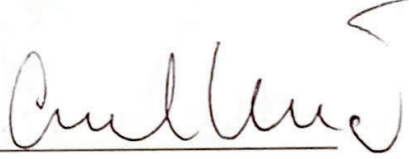
All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the contract. This Amendment and all its attachments are made a part of the Contract.

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

CHURCH WORLD SERVICE, INC.

SIGNED BY: DocuSigned by:
Mildred Coyne
DCAA8BDE1B7E441

SIGNED BY: 

NAME: Dr. Mildred Coyne
TITLE: Senior Vice President,
Workforce Education and Innovation

NAME: Erol Kekic
TITLE: Senior Vice-President,
Immigration and Refugee Program

DATE: 7/23/2020

DATE: 7/28/2020





Contract No. XK060BC
CFDA No. 93.566
CSFA No. N/A

Client Services **Non-Client**
Subrecipient **Vendor**
Federal Funds **State Funds**

THIS CONTRACT is entered between Church World Service, Inc., hereinafter referred to as "**CWS**" and the **District Board of Trustees of Broward College, Florida**, hereinafter referred to as the "**Provider**". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "CCC" shall be construed to mean "Contract Compliance Coordinator".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

CWS and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

CWS is engaging the Provider for the purpose of delivering refugee adult education and career laddering services and to assist refugees and entrants to become economically self-sufficient as quickly as possible following their arrival in the United States, as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed \$658,987.00.

1.2. Official Payee and Party Representatives

1.2.1. The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: Diane Peart
Associate Vice President, Workforce & Continuing Education
Address: The District Board of Trustees of Broward College
Cypress Creek Administrative Center, 6400 N.W. 6th Way, Office – 171
City: Ft Lauderdale State: Florida Zip Code: 33309
Phone: 954-201-7871 Ext: N/A E-mail: dpeart@broward.edu

1.2.2. The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:

Name: Jocelyn Martinez
Program Director – Project RENEW
Address: The District Board of Trustees of Broward College
Pines Center, 16957 Sheridan Street
City: Pembroke Pines State: Florida Zip Code: 33331
Phone: 954-201-2670 & 954-201-3714 Ext: N/A E-mail: jmartine@broward.edu

1.2.3. The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: Jocelyn Martinez
Program Director – Project RENEW
Address: The District Board of Trustees of Broward College
Pines Center, 16957 Sheridan Street
City: Pembroke Pines State: Florida Zip Code: 33331
Phone: 954-201-2670 & 954-201-3714 Ext: N/A E-mail: jmartine@broward.edu



1.2.4. The name, address, telephone number and e-mail address of the Contract Compliance Coordinator for CWS for this Contract are:

Name: **Lilliam Sorzano**
 Address: **Church World Service**
1924 NW 84 AVE
 City: **Doral** State: **Florida** Zip Code: **33126**
 Phone: **305-774-6770** Ext: **1118** E-mail: **LSorzano@CWSGlobal.org**

Per section 402.7305(1)(a), F.S., CWS' CCC is the primary point of contact through which all contracting information flows between CWS and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3. Effective and Ending Dates

This Contract shall be effective on **March 1, 2020** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **March 1, 2020** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **September 30, 2022**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4. Contract Document

This Contract is composed of the documents referenced in this section.

1.4.1. The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

1.4.3. The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

1.4.4. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- 1.4.4.1.** Exhibits A through F;
- 1.4.4.2.** Any documents incorporated into any exhibit by reference, or included as a subset thereof;
- 1.4.4.3.** This Standard Integrated Contract;
- 1.4.4.4.** Any documents incorporated into this Contract by reference;
- 1.4.4.5.** Attachments 1 through 3.

2. STATEMENT OF WORK

The Provider shall perform all applicable tasks as specified, pertained to Adult Education and Career Laddering Services; and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, CWS reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by CWS to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks

2.1. Scope of Work

The Scope of Work is described in EXHIBIT B.



2.2. Task List

The Provider shall perform all applicable tasks as specified, pertained to Adult Education and Career Laddering Services, set forth in the Task List, found in EXHIBIT C, in the manner set forth therein.

2.3. Deliverables

Deliverables shall be as described in EXHIBIT D.

2.4. Performance Measures.

2.4.1. The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-1.

2.4.2. To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, CWS, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of CWS within the prescribed time, and if no extenuating circumstances can be documented to the satisfaction of CWS, CWS must terminate the Contract. CWS has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

CWS shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by CWS per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The CWS' performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1. Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., CWS has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by CWS or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than 1 dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

The Provider shall be paid in accordance with EXHIBIT F, Method of Payment and Invoices.

3.3. Invoices

3.3.1. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.



3.3.2. The final invoice for payment shall be submitted to CWS no more than **30** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and CWS will not honor any requests submitted after the aforesaid period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by CWS.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, CWS will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance of the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

3.5. Overpayments and Offsets

The Provider shall return to CWS any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by CWS and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by CWS, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by CWS to not be in full compliance with contract requirements shall be deemed overpayments. CWS shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to CWS from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to CWS any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Financial Report, no later than 60 days following the ending date of this Contract.

3.6. MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1. Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract the Provider shall, without exception, be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving CWS, which by its nature affects the services provided under this Contract.

4.2. State Policies

The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.3. Independent Contractor, Subcontracting and Assignments

4.3.1. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind CWS by virtue of this



Contract, unless specifically authorized in writing to do so. This Contract does not create any right for any individual to State retirement, leave benefits, or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

4.3.2. CWS will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractor, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.3.3. The Provider shall not subcontract under this Contract

4.3.3.1 The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of CWS, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

4.3.3.2 The Provider is responsible for all the work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontractors shall be evidenced by a written document. The Provider further agrees that CWS shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.3.3.3 The provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

4.3.4. To the extent that a subcontract provides for payment after Provider's receipt of payment from CWS, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from CWS in accordance with section 287.0585, F.S., unless otherwise stated in the contract between Provider and subcontractor. Failure to pay within seven (7) working days will result in penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4. Provider Indemnity

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

4.4.1. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure CWS the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that CWS determines to be of equal or better functionality or be liable for CWS' cost in so doing.

4.4.2. Further, the Provider shall indemnify CWS for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by CWS.



4.4.3. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding CWS negligent shall excuse the Provider of performance under this provision, in which case CWS shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless CWS shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.5. Insurance

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish CWS written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. CWS reserves the right to require additional insurance as specified in this Contract.

4.6. Notice of Legal Actions

The Provider shall notify CWS of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact CWS. CWS' CCC will be notified within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.7. Intellectual Property

It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of CWS, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that CWS shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply. Notwithstanding the foregoing provision, if the Provider is a college and a member of the Florida College System, then section 1004.726, F.S., shall apply.

4.7.1. If the Provider uses or delivers to CWS for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by CWS its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.7.2. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but CWS shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products. Notwithstanding the foregoing provision, if the Provider is a college and a member of the Florida College System, then section 1004.726, F.S., shall apply, but CWS shall



retain a perpetual, fully-paid, non-exclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.8. Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a CWS-approved Transition Plan, which shall be developed jointly with the new provider in consultation with CWS.

4.9. Real Property

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

4.10. Publicity

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

4.11. Sponsorship

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

4.12. Employee Gifts

The Provider agrees that it will not offer to give or give any gift to any CWS employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to CWS, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.13. 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:

4.13.1. A reportable incident is defined in CFOP 180-04, which can be obtained from the CCC.

4.13.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the CCC.



4.13.3. Other reportable incidents shall be reported to CWS and the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and also emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. 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.

4.14. Employment Screening

4.14.1. The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.1.1. Employment history checks;

4.14.1.2. Fingerprinting for all criminal record checks;

4.14.1.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.14.1.4. Federal criminal records check from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.14.1.5. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

4.14.1.6. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.14.2. The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

4.14.3. CWS requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract Provider Agency, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Department or a Contract Provider, or if that individual is being promoted, transferred or demoted within the Department or Agency."

4.15. Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4.16. Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.



In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to the CCC. The list must include the following information:

- 4.16.1. Name of each contracting State agency and the applicable office or program issuing the contract.
- 4.16.2. Identifying name and number of the contract.
- 4.16.3. Starting and ending date of each contract.
- 4.16.4. Amount of each contract.
- 4.16.5. A brief description of the purpose of the contract and the types of services provided under each contract.
- 4.16.6. Name and contact information of each Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

5.1.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by CWS under this Contract. Upon demand, at no additional cost to CWS, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying or audit by Federal, State, or other personnel duly authorized by CWS.

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

5.1.3. At all reasonable times for as long as records are maintained, persons duly authorized by CWS and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.4. A financial and compliance audit shall be provided to CWS as specified in this Contract and in Attachment 1.

5.1.5. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

5.1.6. No record may be withheld nor, may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copies, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. Inspections and Corrective Action

The Provider shall permit all persons who are duly authorized by CWS to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure CWS of the satisfactory performance of the terms and conditions of this Contract. Following such review, CWS may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in CWS' direction. This provision will not limit CWS' choice of remedies under law, rule, or this contract.

5.3. Provider's Confidential and Exempt Information

5.3.1. By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof



as "confidential" or "exempt" will be posted by CWS on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of CWS, it shall promptly provide to CWS a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to CWS in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.3.2.1. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

5.3.2.2. CWS, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, CWS is authorized to produce the records sought without any redaction of proprietary or trade secret information.

5.3.3 The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.4. Health Insurance Portability and Accountability Act

The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 United States Code (U.S.C.) § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment **3** 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 the Provider's performance of this Contract.

5.5. Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to CWS and/or Department information systems or maintain any client or other confidential information in electronic form:

5.5.1. An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to CWS' security staff and will maintain an appropriate level of information security for CWS and/or Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to CWS and/or Department information systems or any client or other confidential information. The Security Officer will ensure that any access to CWS and/or Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

5.5.2. The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to CWS and/or Department information systems or any client or other confidential information.



5.5.3. All who request or have access, through the Provider's access to CWS and/or Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the CCC.

5.5.4. The Provider shall prevent unauthorized disclosure or access, from or to CWS and/or Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.5.5. The Provider agrees to notify the CCC as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to CWS and/or Department information systems or to any client or other confidential information.

5.5.6. The Provider shall at its own cost, comply with section 501.171, F.S. The Provider shall also at its own cost implement measures deemed appropriate by CWS to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to CWS and/or Department information systems or to any client or other confidential information.

5.6. Public Records

5.6.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which CWS may unilaterally terminate this Contract.

5.6.2. As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of CWS within the meaning of section 119.011(2), F.S., the Provider shall:

5.6.2.1. Keep and maintain public records that ordinarily and necessarily would be required by CWS in order to perform the service.

5.6.2.2. Upon request from CWS' custodian of public records, provide to CWS a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

5.6.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to CWS.

5.6.2.4. Upon completion of the contract, transfer, at no cost, to CWS all public records in possession of the Provider or keep and maintain public records required by CWS to perform the service. If the Provider transfers all public records to CWS upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CWS, upon request from CWS' custodian of public records, in a format that is compatible with the information technology systems of CWS.

5.6.3. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2



through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from CWS to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict CWS application of any other remedy available to it under law or this Contract.

6.1.2. The increments of penalty imposition that shall apply, unless CWS determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for a corrective action plan, in accordance with the following standards.

6.1.2.1. Noncompliance that is determined by CWS to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

6.1.2.3. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

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

6.2. Termination

6.2.1. In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by CWS without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2. This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to CWS unless a sooner time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Contract become unavailable, CWS may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. CWS shall be the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, CWS may terminate the Contract upon no less than twenty-four (24) hours' (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of CWS or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by CWS specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, CWS may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. CWS' failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. CWS' waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit CWS' right to remedies at law or in equity.

6.2.5. Failure to have performed any contractual obligations under any other contract with CWS in a manner satisfactory to CWS will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

6.2.5.1. Previously failed to satisfactorily perform under a contract with CWS, been notified by CWS of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of CWS; or

6.2.5.2. Had a contract terminated by CWS for cause.

6.2.6. In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.



6.2.7. If this Contract is for an amount of \$1 Million or more, CWS may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, CWS may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

6.3. Dispute Resolution

6.3.1. Any dispute concerning performance of this Contract or payment hereunder shall be decided by CWS, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the CCC. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of CWS' decision, the Provider delivers to the CCC a petition for alternative dispute resolution.

6.3.2. After receipt of a petition for alternative dispute resolution CWS and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5. This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6. All notices provided by CWS under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery. All notices provided by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Miami-Dade County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3. Severability of Terms

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4. Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to CWS survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.



7.5. Modifications

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

7.6. Anticompetitive Agreements

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to CWS or a provider of services to CWS.

7.7. Communications

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication as email and attachments thereto are deemed received when the email is received.

7.8. Accreditation

CWS is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, CWS has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of CWS' providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time. The Provider is already in compliance with this section by being accredited through SACS.

7.9. Transitioning Young Adults

The Provider understands CWS' interest in assisting young adults aging out of the dependency system. CWS encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.10. DEO and Workforce Florida

The Provider understands that CWS, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. CWS encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.11. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12. Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by CWS for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. § 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.



7.13. Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.13.1. The Provider shall comply with the provisions in accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

7.13.2. The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

7.13.3. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within twenty (20) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.14. Use of Funds for Lobbying Prohibited

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

7.15. Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.16. Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

7.17. PRIDE

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



7.18. Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if the box for Federal Funds is checked at the beginning of this contract.

8.1. Federal Law

8.1.1. The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

8.1.2. If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to CWS.

8.1.4. No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment **2**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the CCC. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the CCC, prior to payment under this Contract.

8.1.5. If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.6. If the Provider is a federal subrecipient or pass-through entity, then the provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR & 180.220) must not be made to parties listed on the government-wide exclusions in the System of Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.1.7. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient", as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2. Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

8.2.1. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 or more in Federal Funds (as determined



over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than \$25 million in total federal funding.

8.2.2. The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, whose purpose is to further transparency by establishing government-wide data identifiers and standardized reporting formats to recipients and sub-recipients.

8.3. Federal Whistleblower Requirements

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov/index.html>. OSH Act does not apply to State of Florida or its agencies, subdivisions, departments or boards."

9. CLIENT SERVICES APPLICABILITY

The terms in this section apply if the box for Client Services is checked at the beginning of this contract.

9.1. Client Risk Prevention

If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within twenty (20) days of the execution of this contract, submit to the CCC an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home or be placed in a licensed foster care setting. No later than twelve months following CWS' original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. CWS agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, CWS may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

9.3. Emergency Support to the Deaf or Hard-of-Hearing

9.3.1. The Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2. If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact will process the compliance data and submit electronically to the CCC by the 4th business day of the month, covering the previous month's reporting. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to CWS' CCC within fourteen (14) calendar days of the effective date of this requirement.

9.3.3. The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required



for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

9.3.4. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

9.3.5. The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

9.3.6. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions and provide assistance in completing the forms as requested by the customer or companion.

9.3.7. If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

9.3.8. CWS requires each contract/subcontract provider agency's direct service employees to complete training on Serving Our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in the employees' personnel file.

9.4. Confidential Client and Other Information

Except as provided in this Contract, the Provider shall not use or disclose, but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

9.4.1. Client and Other Confidential Information. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S.

9.4.2. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR § 431.300-306, 45 CFR § 205.

9.4.3. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

9.5. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.



By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

IN WITNESS THEREOF, the parties hereto have caused this 91-page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA CHURCH WORLD SERVICE, INC.

Signature: Mildred Coyne
Print/Type Name: Dr. Mildred Coyne
Senior Vice President,
Title: Workforce Education and Innovation
Date: 3/23/2020

Signature: Erol Kekic
Print/Type Name: Erol Kekic
Senior Vice-President,
Title: Immigration and Refugee Program
Date: 03/25/2020

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): _____

Provider Fiscal Year Ending Date: March 23, 2020

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EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Standard Contract, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. Programmatic definitions are found in **EXHIBIT A1**.

A-2. STATEMENT OF WORK

NA

A-3. PAYMENT, INVOICE AND RELATED TERMS

NA

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1. Section 4.1.1 of the Standard Contract, is hereby added:

4.1.1. In addition to the laws set out in the Standard Contract under Section 4.1., the Provider agrees to comply with the following laws, regulations, and any amendments or additions to these laws and regulations:

4.1.1.1 45 CFR Part 400 - HHS Refugee Resettlement Program

4.1.1.2 45 CFR Part 401 - Cuban/Haitian Entrant Program

4.1.1.3 45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments

4.1.1.4 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122; A-133 -- see, 78 FR 78590-01 (Dec. 26, 2013))

4.1.1.5 48 CFR, Chapter 1, Subpart 31.7., Federal Acquisition Regulations for Non Profit Organizations

4.1.1.6 Rules 69I-40 and 69I-42, F.A.C., (Bureau of Auditing and Travel Expenses)

4.1.1.7 CFOP 40-1 - DCF Travel Rules and Regulations

4.1.1.8 CFOP 75-8 - DCF Policies and Procedures of Contract Oversight

4.1.1.9 CFOP 80-2 - DCF Property Management Rules and Regulations

4.1.1.10 Rule 65-29.001, F.A.C., Financial Penalties for a Provider's Failure to Comply with a Requirement for Corrective Action

4.1.1.11 The Victims of Trafficking and Violence Protection Act of 2000

4.1.1.12 The Trafficking Victims Protection Reauthorization Act of 2003, 2005, 2008, and 2013

4.1.1.13 Immigration and Nationality Act, 8 U.S.C. 1101 et seq.

4.1.1.14 Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193, 110 Stat. 2105

4.1.1.15 Intergovernmental Cooperation Act, 31 U.S.C. 6501 et seq.

4.1.1.16 Public Information Act, 5 U.S.C. 552

A-4.2. Section 4.11., Sponsorship, of the Standard Contract, is hereby amended to add:

4.11. Outreach Materials

All outreach materials, including flyers, advertisements, public service announcement scripts, etc., prepared with Refugee Services (RS) grant funds must include a statement acknowledging that the project is sponsored by the State of Florida, Department of Children and Families, RS, with grants from the U.S. Department of Health and Human Services, Office of



Refugee Resettlement (ORR). The Provider shall submit all materials to the CCC for review and approval (45) calendar days prior to publication and dissemination.

A-5. RECORDS, AUDITS AND DATA SECURITY

A-5.1. Section 5.7. of the Standard Contract, is hereby added to read:

5.7. Safeguards Regarding the Use and Disclosure of Client Data

- 5.7.1. 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.
- 5.7.2. 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.
- 5.7.3. 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.
- 5.7.4. 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.
- 5.7.5. The Provider shall not disclose any information acquired from SAVE/VIS to any other person or entity without the prior written consent of CWS. Prior written consent from CWS 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 CWS. 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.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1. Section 6.3 of the Standard Contract, is hereby amended to read:

6.3 Dispute Resolution

It is desired that the Provider and CWS 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. Both parties agree the venue for any court action shall be Miami Dade County, Florida.

A-7. OTHER TERMS

NA

A-8. FEDERAL FUNDS APPLICABILITY

NA

A-9. CLIENT SERVICES APPLICABILITY

A-9.1. Section 9.1 of the Standard Contract, is hereby amended to read:

9.1 Client Risk Prevention



If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 to the CCC and to the hotline noted below. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees, and any subcontracts and their employees performing work under this Contract.

A-9.2. Sections 9.6.-9.8 of the Standard Contract, are hereby added to read:

9.6. Fees and Donations

No fees shall be imposed by the Provider to clients served under this Contract, other than those set by CWS. 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 CCC 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.

9.7. Property

EXHIBIT A2 applies to all property transferred by CWS to the Provider and any property purchased by the Provider with funds provided by this Contract. 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 one (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.

9.8. Information Technology Resources (ITR)

The Provider must receive written approval from the CCC prior to purchasing any ITR with Contract funds. The Provider will not be reimbursed for any ITR purchases made prior to obtaining the CCC's written approval.



EXHIBIT A1 – PROGRAMMATIC DEFINITIONS

A1-1 Refugee Services Programmatic Acronyms

- A1-1.1 ABE** – Adult Basic Education
- A1-1.2 AGE** – Adult General Education
- A1-1.3 AE** – Adult Education
- A1-1.4 CASAS** – Comprehensive Adult Student Assessment Systems
- A1-1.5 CET**– Client Education and Training
- A1-1.6 CHEP** – Cuban/Haitian Entrant Program
- A1-1.7 CL** – Career Laddering
- A1-1.8 CRS** – Consolidated Refugee Services
- A1-1.9 DCF** – Florida Department of Children and Families
- A1-1.10 DFS** – Florida Department of Financial Services
- A1-1.11 DHS** – Department of Homeland Security
- A1-1.12 DOE** – Florida Department of Education
- A1-1.13 DOJ** – Department of Justice
- A1-1.14 DOS** – Department of State
- A1-1.15 ELI** – English Language Instruction
- A1-1.16 ELCATE** – English Literacy for Career and Technical Education
- A1-1.17 ESOL** – English for Speakers of Other Languages
- A1-1.18 ESOLAS** – Adult ESOL Academic Skills
- A1-1.19 ESS** – DCF's Office of Economic Self-Sufficiency
- A1-1.20 F.A.C.** – Florida Administrative Code
- A1-1.21 FAQ** – Frequently Asked Questions
- A1-1.22 FFY** – Federal Fiscal Year
- A1-1.23 FSSP** – Family Self Sufficiency Plan
- A1-1.24 GED** – General Education Development
- A1-1.25 HHS** – Department of Health and Human Services
- A1-1.26 LCP** – Literacy Completion Point
- A1-1.27 LEP** – Limited English Proficiency
- A1-1.28 LPR** – Lawful Permanent Resident
- A1-1.29 OCP** – Occupational Completion Point
- A1-1.30 OJT** – On-the-Job Training
- A1-1.31 OLAP** – Office of Legal Access Programs
- A1-1.32 ORR** – U.S. Department of Health and Human Services, Office of Refugee Resettlement
- A1-1.33 PHI** – Protected Health Information
- A1-1.34 QMP** – Quality Management Plan



A1-1.35 R&P – Resettlement and Placement

A1-1.36 RCA – Refugee Cash Assistance

A1-1.37 RFE – Request for Evidence

A1-1.38 RS – State of Florida, Department of Children and Families, Refugee Services Program

A1-1.39 RSDS – Web-RS/Refugee Services Data System

A1-1.40 SSI – Supplemental Security Income

A1-1.41 STT – Short term training

A1-1.42 TANF – Temporary Assistance to Needy Families

A1-1.43 USCIS – United States Citizenship and Immigration Services

A1-1.44 VOT – Certified Victim of a Severe Form of Human Trafficking

A1-1.45 WRS – Workplace Readiness Skills

A1-1.46 WT – Welfare Transition

A1-1.47 YDP – Youth Development Plan

A1-2 Refugee Services Programmatic Definitions

A1-2.1 Assessments.

A1-2.1.1 Education and Training Standardized Assessment Instrument. A valid and reliable testing instrument that is administered, scored, and interpreted in a standard manner to determine initial placement and subsequent educational or program gains of clients.

A1-2.1.1.1 For English language courses, the standardized assessment instruments to document progress, representing the attainment of Literacy Completion Points, shall be in accordance with Rules 6A-6.014 and 6A-10.040, F.A.C., and other assessment memoranda, Assessment Technical Assistance Papers, and FAQs distributed by the DOE and any subsequent revisions thereto. In the event that a DOE issued document supersedes F.A.C., providers shall comply with the superseding DOE issued document.

A1-2.1.1.2 For vocational training, the assessment instruments must reflect achievement of the required competencies of the curriculum frameworks in the areas in which the instruction is focused.

A1-2.2 Benchmarks. Measureable and verifiable progression points towards meeting an established goal.

A1-2.3 Case Coordination. The coordination of services in response to a client's needs as identified through each client's comprehensive assessment(s) that are aimed at identifying the client's barriers to effective resettlement.

A1-2.4 Client. An eligible individual for whom services are provided by the contracted service provider. Clients may fall into one of the following categories:

A1-2.4.1 Resettled Client. A client who was recently resettled in the service area by one of the DOS-sponsored R&P agencies, and is currently engaged in R&P, MG, or CHEP.

A1-2.4.2 Walk-in Client. A client who has migrated or relocated to Broward County, FL, and has never received services through a current or expired RS-funded Contract in the service area. Clients who have received RS-funded services in other service areas and who relocate or migrate to Broward County, FL are considered walk-in clients.

A1-2.4.3 Returning Client. A former client who received services through a current or expired RS-funded contract in the service area of this Contract, and is returning for additional services through the CRS program.

A1-2.5 Follow-up. The activity of contacting clients to assess their progress towards meeting the goals necessary to attain economic self sufficiency.



A1-2.6 Intake Date. The date the client is determined to be eligible for each service deemed appropriate.

A1-2.7 Matching Grant (MG) Program. An ORR-funded alternative program to public assistance wherein local voluntary agencies agree to match ORR's grant with cash and in-kind contributions of goods and services from the community. The program's goal is to facilitate self-sufficiency within four months of the date of eligibility by providing services such as case management, employment, provision of food or food subsidies, suitable housing, and transportation assistance for the first 120 days. Enrollment must be completed within 31 days of eligibility for the program.

A1-2.8 Refugees/Entrants. People who are eligible for RS pursuant to State and Federal regulations and who are in need of the services outlined in this Contract. Refugees/Entrants, as used in this Contract include:

A1-2.8.1 Refugees of all nationalities;

A1-2.8.2 Cuban/Haitian Entrants, including Parolees and Asylum Applicants;

A1-2.8.3 Asylees of all nationalities;

A1-2.8.4 Amerasians;

A1-2.8.5 VOTs;

A1-2.8.6 LPRs who adjusted from prior refugee, entrant, or asylee status; and

A1-2.8.7 Special immigrants of Iraqi or Afghan nationality.

A1-2.9 Service Area. For the purpose of this Contract the service area refers to Broward County, FL.

A1-3 Program Specific Terms. Program specific terms used in this document are defined in the RS Glossary which is incorporated herein by reference and maintained in the CCC's file. Program specific terms not included in the above referenced glossary are defined below. In the event of a conflict between the definitions in the glossary and the Contract, the Contract document shall take precedence over the RS Glossary.

A1-3.1 Adult Education Services Definitions

A1-3.1.1 ABE. Defined by DOE as courses designed to improve the employability of an individual through instruction in reading, mathematics, language, and workplace readiness skills.

A1-3.1.2 ESOLAS. Defined by DOE as a course (one level) with an emphasis on academic proficiency in listening and speaking, with added emphasis on reading and writing.

A1-3.1.3 Attendance Unit. A client that attends one or more classroom sessions for any course in a billing cycle. Clients who attend more than one course will be counted for each course in a billing cycle.

A1-3.1.4 Clients Enrolled. The unduplicated number of eligible clients enrolled in any course/program at any time during a reporting period.

A1-3.1.5 Completion. Clients are able, according to DOE standards, to take the related standardized test (such as the CASAS test) and the results (including course end date and reason) have been entered in the RSDS.

A1-3.1.6 Completion Point(s). Point(s) attained representing OCPs or LCPs or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks and frameworks.

A1-3.1.7 Coordinated Academic Training. Course offerings in AGE instructional courses such as:

A1-3.1.7.1 ABE courses;

A1-3.1.7.2 GED preparation courses, defined by DOE as courses designed to help individuals attain American or high school level academic skills; or

A1-3.1.7.3 Citizenship Preparation courses, defined as a non-academic course offered to clients in preparation for the naturalization test required for U.S. Citizenship, including, but not limited to, U.S. civics, history, government, citizens' rights and responsibilities, the Declaration of Independence, and the U.S. Constitution.



- A1-3.1.8 Documented Progress.** Successful completion of program standards, benchmarks and frameworks, using standardized assessment instruments, sufficient to obtain successful completion of an LCP signifying progression to the next level of instruction for AE courses.
- A1-3.1.9 ESOL.** Defined by DOE as courses designed to help individuals of limited English proficiency achieve competence in the English language.
- A1-3.1.10 ELI.** Instruction in the English language to limited English proficient students. Such instruction shall be designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible.
- A1-3.1.10.1 Lower Level ELI Courses.** For purposes of this Contract, courses (levels 100-400) include: Literacy A, Literacy B, Literacy C, Foundations, Low Beginning, and High Beginning.
- A1-3.1.10.2 Upper Level ELI Courses.** For purposes of this Contract, courses (levels 500-800) include: Low Intermediate, High Intermediate, Advanced, and ESOLAS.
- A1-3.1.11 ELI Tuition Voucher.** A certificate of funding by the Provider to a client to be used to fund a client's enrollment costs in an appropriate ELI course provided by an accredited public school.
- A1-3.1.12 Instructional Hours.** The hours that teachers or instructors actually spend in the classroom teaching clients course material.
- A1-3.1.13 Intake.** The process in which the Provider completes the eligibility determination, initial data collection and Client Release of Information Form for new clients or returning clients who have not participated in services provided under this Contract for 12 consecutive months who intend to enroll in courses provided under this Contract.
- A1-3.1.14 Term.** A period of time as determined by the Provider that sets the beginning and end date for each session of the school year.
- A1-3.1.15 Tuition.** A DOE determined fee for a program or course of study that is offered by an accredited vocational center, located within Broward County, FL, RS pre-approved fee for an RS pre-approved program or course of study, for those programs or courses of study which do not fall under the DOE fee schedule or framework, that is offered by an accredited vocational center located within Broward County, Florida.
- A1-3.1.16 WRS.** Defined by DOE as courses to improve English language skills to maintain employment and/or enhance career opportunities within the company and are held at the worksite in a location provided by the employer.
- A1-3.2 Employment Services Definitions**
- A1-3.2.1 CL Assessment.** The determination of a client's literacy levels, educational attainment, work history and vocational skills including obtainment of supporting documentation and testing to verify skills for which a client may lack proof. An orientation explaining the program procedures and expectations is also included.
- A1-3.2.2 CL Client.** A client possessing one or more of the following: provable professional credentials or experience who is eligible for re-credentialing or skills re-certification; advanced education, such as one or more university degrees or certificates, work experience or trade skills, such as plumbing, carpentry, tool-making, mechanical skills, skilled factory work and related occupations, or health-care experience, such as nursing or other related medical-support occupations; or individuals with low/minimal experience and/or skills but who need support for employment advancement and whose CL assessment/plan indicates they will benefit from an appropriate training, including but not limited to, OJT, vocational training, and ELI designed to lead to a job placement in accordance with clients' CL plans (per Section A1-3.2.4).
- A1-3.2.3 CL Placement.** The acceptance of unsubsidized full-time employment as a result of a referral from the employment service provider, that is related to the client's CL Assessment and CL plan and as a result of career laddering services provided, including but not limited to vocational training, skills-re-certification, re-credentialing, short-term training (STT), or on-the-job training (OJT). Employment must be consistent with the provisions of 45 CFR 400.81 and clients' employability and career laddering plans.



- A1-3.2.4 CL Plan.** The strategic development of a career track with specific steps toward an agreed upon career goal. Each step includes job targets and professional growth objectives detailing planned education, training and credentialing necessary for the move to the next step on the client's career ladder.
- A1-3.2.5 CL Services.** CL services include but are not limited to skills re-certification, re-credentialing, STT, OJT, vocational training, and ELI designed to lead to a job placement in accordance with clients' CL plans.
- A1-3.2.6 Client Education and Training (CET) Services.** CET Services includes skills re-certification, re-credentialing, STT, OJT, vocational training, and ELI designed to lead to a job placement in accordance with the client's CL plan.
- A1-3.2.7 Economic Self-Sufficiency.** Achieved when at least one client in the family unit is employed, and the total household income meets or exceeds 133% of the Federal Poverty Level income standards for the family size.
- A1-3.2.8 Employability Plan.** An individualized plan that outlines strategic, individualized short and long term goals, towards an employment track with specific steps to achieve the agreed upon career goals. Each step includes job targets and professional growth objectives detailing planned education, training and credentialing necessary for the move to the next step on the individual's CL plan.
- A1-3.2.9 Employment Follow-up.** The activity of contacting the clients or their employer(s) to determine whether clients are employed at any unsubsidized job on the 90th day after entering employment.
- A1-3.2.10 Employment Services.** Services available to employment clients that may be required to obtain gainful employment.
- A1-3.2.11 Family Self Sufficiency Plan.** A plan that addresses the employment-related service needs of each employable member in a family unit for the purpose of enabling the family to achieve economic self sufficiency through the employment of one or more family members.
- A1-3.2.12 Full-Time Employment.** Employment of 35 hours or more per week.
- A1-3.2.13 Health Insurance Access.** The determination of whether clients are placed in a full-time job with access to employer-sponsored health insurance within six (6) months of the job placement date.
- A1-3.2.14 Job Placement.** The acceptance of unsubsidized full-time or part-time employment as a result of a referral from the employment service provider. The job placement which occurs after the intake is the first placement. Employment must be consistent with the provisions of 45 CFR 400.81 and clients' employability plans.
- A1-3.2.15 Non-Employable Entrants.** Cuban/Haitian Entrants who have been issued the (DHS) Form I-862 (Notice to Appear, or NTA) or the DHS Form I-220a (Release on Own Recognizance) only, or any other documentation placing them into removal proceedings only and who have not been granted parole.
- A1-3.2.16 OJT.** Training by an employer that is provided to a paid participant while engaged in productive work in a job designed to assist the participant gain the skills needed to be effective and productive in the assigned position and that meets the following criteria:
- A1-3.2.16.1** Provides reimbursement to the employer no greater than 50% of the wage rate of the participant, as outlined in the OJT Subsidized Wage Scale in Section C-1.13.5.2. for the costs of providing the training and additional supervision related to the training;
 - A1-3.2.16.2** Is limited to a maximum of six (6) months in duration as outlined in the OJT Subsidized Wage Scale in Section C-1.13.5.2. and
 - A1-3.2.16.3** Is expected to lead to full-time employment for the participant in a position paying wages as outlined in the OJT Subsidized Wage Scale in Section C-1.13.5.2. with the participating employer at the end of the training period.
- A1-3.2.17 Part-time Employment.** Employment of a minimum of 20 hours but less than 35 hours per week.
- A1-3.2.18 Pre-Employment Placement Services.** A variety of services delivered prior to job placement and intended to provide information and develop a client's basic employability skills for optimal job performance and success post placement.



- A1-3.2.19 RCA.** Cash assistance provided under Section 412(e) of the Immigration and Nationality Act to refugees who are ineligible for TANF, Old Age Assistance, Aid to the Blind, Aid to the Permanently and Totally Disabled, Aid to the Aged, Blind and Disabled, or SSI.
- A1-3.2.20 Self-Placement.** The acceptance of unsubsidized full-time or part-time employment that is not the result of a referral from an employment service provider.
- A1-3.2.21 Short-Term Training.** Training for a period of less than 8 consecutive weeks, offering active participation focused on a specific job skill which leads to immediate employment in a particular field.
- A1-3.2.22 Skills Re-Certification.** Full-time attendance in a college or professional training program, provided that such training: is approved as part of the individual's employability plan; does not exceed one year's duration (including any time enrolled in such program in the U.S. prior to the refugee's application for assistance); is specifically intended to assist the professional in becoming re-licensed in his or her profession; and, if completed, can realistically be expected to result in such re-licensing.
- A1-3.2.23 Verified Job Placement.** The activity of verifying a job placement with the employer or client as outlined in Section C-1.13.7. for the purposes of reimbursement.
- A1-3.2.24 Vocational Training.** Programs or courses through which a client may receive vocational training specifically designed to meet the demands for trained workers in marketable occupations that require more than a high school diploma but less than an academic degree, providing a combination of educational and technical skills training through which clients may obtain the required competencies necessary for vocational certification upon completion of a program.
- A1-3.2.25 WT Program.** Services provided to current and former recipients of temporary cash assistance. The goal of the program is to emphasize work, self-sufficiency, and personal responsibility following program requirements and services as described in Chapters 414 and 445, F.S.



EXHIBIT A2 – PROPERTY

- A2-1** 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.
- A2-2** 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 CCC. 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, CWS 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.
- A2-3** 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 CWS 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 CWS whether new purchases have been made or not.
- A2-4** 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.
- A2-5** The CCC 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 CCC's approval. The Provider shall furnish a closeout inventory no later than 45 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.
- A2-6** 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 CWS and shall be used in place of the original acquisition cost.
- A2-7** Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract shall be vested in CWS 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 CWS the replacement cost of any property inventoried and not transferred to CWS upon completion or termination of this Contract. When property transfers from the Provider to CWS, the Provider shall be responsible for paying for the title transfer.
- A2-8** 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.
- A2-9** The Provider hereby agrees to indemnify CWS 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.
- A2-10** A formal Contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.



EXHIBIT B – SCOPE OF WORK

- B-1. SCOPE OF SERVICE.** Under the terms of this Contract, adult and vocational education, and career laddering services are to be provided to eligible refugees/entrants who reside in Broward County, Florida. Refugees/Entrants residing in counties where no RS-funded adult and vocational education program exists may be served, with prior written approval from the CCC.
- B-2. MAJOR CONTRACT GOALS.** The purpose of the CRS Program is to assist refugee/entrant families in achieving self-sufficiency, effective resettlement, and successful integration into the local community.
- B-3. SERVICE AREA/LOCATIONS/TIMES.**

B-3.1. Services Delivery Location. Under the terms of this Contract, the Provider shall provide services at the following locations:

Services Delivery Locations	
Broward College North Campus 1000 Coconut Creek Blvd Coconut Creek, FL 33066	Broward College Central Campus 3501 SW Davie Road Davie, FL 33314
Broward College South Campus 7200 Pines Blvd Pembroke Pines, FL 33024	Broward College Pines Center 16957 Sheridan Street Pembroke Pines, FL 33331

The Provider may provide services at various locations, apart from those listed above, throughout Broward County, Florida.

B-3.2. Service Times.

B-3.2.1. Services shall be provided during days and hours that will encourage clients' participation in adult and vocational education, and career laddering services. Because many clients can be better served with extended hours, the Provider is encouraged to offer evening and weekend service times.

B-3.2.2. Any changes in service times and any additional holidays that the Provider wants to observe shall be reviewed and approved in writing by the CCC.

B-3.3. Changes in Location. The Provider shall request approval from the CCC, in writing, a minimum of (45) calendar days prior to making a change, addition, or deletion in service location.

B-4. CLIENTS TO BE SERVED. Refugees/Entrants seeking adult and vocational education assistance, and career laddering services.

B-5. CLIENT ELIGIBILITY. This Contract may be funded by any of the grants listed below.

B-5.1. Refugee Support Services/Social Services Grant funds can be used to serve eligible refugees/entrants who have been in the United States for less than 60 months. Under 45 CFR § 400.152, clients with a date of entry more than 60 months prior to the date of service may be provided citizenship and naturalization preparation services, referrals, and/or interpreter services. The following priorities apply to clients eligible for services funded through these grants:

B-5.1.1. First Priority. All newly arriving refugees/entrants during their first (1st) year in the U.S. who apply for services;

B-5.1.2. Second Priority. Refugees/entrants who are receiving cash assistance;

B-5.1.3. Third Priority. Unemployed refugees/entrants who are not receiving cash assistance; and

B-5.1.4. Fourth Priority. Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.

B-5.2. Refugee School Impact Grant Set-Aside, Refugee Support Services/Social Services Grant funds can be used to serve youth clients seeking the Academic Services Pathway. The following priorities apply:



- B-5.2.1. First Priority.** Youth clients who have been in the U.S. for less than 12 months or within twelve 12 months of their date of asylum or applicable eligibility date;
- B-5.2.2. Second Priority.** Youth clients who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
- B-5.2.3. Third Priority.** Youth clients whose date of entry in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the approval of the CCC.
- B-5.3. Services to Older Refugees Set-Aside, Refugee Support Services/Social Services Grant** funds can be used to serve older refugees/entrants (over the age of 60 years old). The following priorities apply:
- B-5.3.1. First Priority.** All newly arriving older refugees/entrants during their first year of service eligibility who apply for services;
- B-5.3.2. Second Priority.** Older refugees/entrants who have lost, or are at risk of losing, SSI and/or other federal benefits; and
- B-5.3.3. Third Priority.** Older refugees/entrants with the greatest relative risk of nursing home placement.
- B-5.4. Refugee Mentoring Set-Aside, Refugee Support Services Grant** funds can be used to serve refugees/entrants between the ages of 15 and 24 seeking Mentoring Services. The following priorities apply:
- B-5.4.1. First Priority.** Refugees/ Entrants who have been in the U.S. for less than twelve 12 months or within 12 months of their date of asylum or applicable eligibility date;
- B-5.4.2. Second Priority.** Refugees/Entrants who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
- B-5.4.3. Third Priority.** Clients whose date of entry in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the approval of the CCC.
- B-6. 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 and/or CWS. CWS has final authority on client eligibility.
- B-7. EQUIPMENT.** The Provider shall list all property/equipment purchased under this Contract on a property/equipment inventory list (**EXHIBIT C2 – INVENTORY REPORT**). The inventory report shall include a description and location of the property, as detailed on **EXHIBIT C2**. A copy of the inventory list is to be maintained in the CCC's file.
- B-8. CONTRACT LIMITS.**
- B-8.1.** 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.
- B-8.2.** Funds for this Contract are administered under the terms of the grant(s) funding this Contract and 45 CFR Parts 400 and 401 and are subject to all grant and Federal regulatory requirements. Due to the unpredictability of refugee arrival patterns, Federal grant requirements, and grant award amounts, CWS reserves the right to add funding to meet additional scope of services and tasks or decrease Contract value if needs change or federal grant amounts decrease.
- B-8.3.** Non-Employable Entrants cannot receive employability services.
- B-8.4.** A client must already have an eligible immigration status or classification at the point of intake to establish service eligibility.
- B-8.5.** Funds awarded under this Contract may not be used to supplant DOE general revenue funds or any other federal funds awarded to the Provider.
- B-8.6.** By entering into this Contract, the Provider or any subcontractor providing Adult Education Services represents that it is not also receiving State funds or charging DOE for the same goods and services funded under this Contract. The Provider has a duty to maintain clear records that distinguish its receipt of State and Federal funds and prevent duplicative funding. If at any time, CWS staff learns and verifies that the Provider was collecting State funds for the goods and services funded under this Contract, the Provider will have an obligation, as part of a Corrective Action Plan, to refund all State monies to



DOE or to refund CWS for all such duplicative funding as determined by CWS. The Corrective Action Plan shall also include provisions that repair the administrative or structural elements in the Provider's organization that allowed such duplicative funding to occur.



EXHIBIT C – TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. SERVICE TASKS

C-1.1. Consolidated Refugee Services (CRS) Transition Plan. CWS/The Provider shall develop a transition plan from the existing service delivery model to the CRS model to ensure the continuity of services provided to refugees/entrants in the service area. The plan shall include the following components:

C-1.1.1. All tasks and subtasks to be performed and a schedule for all deliverables;

C-1.1.2. The timeframe for the transfer of staff (if applicable), equipment, administrative services and functions, and a plan to ensure suitable contracts are in place with those partners that signed a Memoranda of Understanding, or subcontract. The list should be delineated by service;

C-1.1.3. Any additional services or functions required to ensure the seamless transition in service delivery and the Provider's proposed means of implementation, including timeline;

C-1.1.4. Provisions and timetables for informing and educating staff, stakeholders, community partners, and others on issues relating to the transition; and

C-1.1.5. Provisions for the orderly transition and close-out of all contract documents, transfer of individual records, and case files from the previous refugee contract.

The Provider shall submit the Transition Plan to the CCC for review and approval by the due date outlined in

EXHIBIT C5.

C-1.2. CRS Plan. CWS/The Provider shall develop and implement a CRS Plan for Broward County, that outlines an integrated service delivery system for clients and promotes refugee engagement in the community. The plan shall include information on how CWS/The Provider intends to promote long-term self-sufficiency and social integration of all refugees served under the CRS program. The plan shall also provide a detailed description of the CWS/The Provider's proposed methods for serving refugees and entrants over a large geographical area. The plan shall include CWS/The Provider's streamlined and detailed processes for outreach, intake, assessment, case coordination, tracking client (case) progress and follow-up, and the delivery of all services. The CRS Plan shall also outline all the linkages, working agreements, and subcontracts the Provider will incorporate into the integrated service delivery system, including how CWS/The Provider shall ensure that clients experience a smooth transition of service delivery between any partner organizations. To whatever extent possible, CWS/The Provider shall coordinate and establish a streamlined process to only require one RS determination of eligibility per client, by sharing client information and planning among service providers. CWS/The Provider shall ensure that care coordination among program specialists and case managers reduces paperwork, processes, and any potentially conflicting goals for the client. The Provider shall submit the CRS Plan to the CCC for review and approval by the due date outlined in **EXHIBIT C5**. The CRS Plan may be revised without a formal contract amendment with the written approval of the CCC, prior to the implementation of the revision.

In the CRS Plan, the Provider shall also include a business case for the provision of each proposed service (e.g. adult education, career laddering, etc.). The business case shall outline the benefits of the Provider's chosen method for delivering each service while examining the cost-effectiveness and feasibility of each method when compared to other possible methods.

C-1.3. Quality Management Plan (QMP). CWS/The Provider shall implement a QMP for the CRS integrated service delivery system. The Plan shall include the quality assurance and improvement activities to be conducted by the Provider and any subcontracted organizations, the intervals at which they will be conducted, and the types of data which will be collected, analyzed, and reported. The main goal of the QMP shall be to improve long-term outcomes for refugees within Broward County, and the plan shall outline the use of short-term outcomes and outputs to analyze trends and effects. The plan shall also include reporting to CWS on essential performance data and information, as well as any quality improvement activities for each grant reporting period (quadrimester, quarter, and semi-annually). The Provider shall submit the QMP to the CCC for review and approval by the due date outlined in **EXHIBIT C5**. The QMP may be revised without a formal contract amendment with the written approval of the CCC, prior to the implementation of the revision.



- C-1.4. Outreach Services.** The Provider shall ensure that a variety of appropriate outreach activities are designed to familiarize potentially eligible individuals with available contract services, to explain the purpose of these services, and to facilitate access to these services, as well as familiarize clients with available community resources. 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 CCC for review and approval forty-five (45) calendar days prior to publication and dissemination.
- C-1.5. Uptake Analysis.** The Provider shall conduct an annual uptake analysis, for prior year arrivals that identifies the number of eligible clients in the county and the number of clients, demographics of unserved adult education clients, and percentage of unserved adult education clients. The uptake analysis shall be submitted to the CCC by the due dates outlined in **EXHIBIT C5**.
- C-1.6. Client Eligibility Determination.** CWS/The Provider shall determine refugee/entrant program eligibility based on the individual's immigration status, date of status, and if applicable, country of origin using original immigration documents provided by the individual. The period of eligibility is calculated from the client's date of eligible status in the U.S. (e.g. date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.). A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required to accurately determine eligibility. Immigration documentation used to determine eligibility may be scanned and uploaded to RSDS. The latest RS Eligibility Determination guide is online at link <http://www.myflfamilies.com/service-programs/refugee-services/eligibility-guide-refugee-service-providers>.
- C-1.7. Income Eligibility Determination.** CWS/The Provider shall determine income eligibility clients interested in vocational training. The income eligibility determination shall include documentation (signed by the client) in the client's file that the total income calculated for the family does not exceed the 185% of the federal poverty level income standards. Income eligibility shall be determined at the time of intake and for services occurring after the refugee/entrant has obtained legal permanent resident status.
- C-1.8. Immigration Status Verification.** In the event the Provider elects to use the SAVE/VIS Program, the Provider shall:
- C-1.8.1.** Obtain a written, signed release from each applicant authorizing the release of the DHS data to DCF-ESS Florida, RS, CWS and the Provider.
- C-1.8.2.** 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-1.8.3.** Provide to CWS names, addresses, and contact information of Provider staff using the SAVE/VIS Program.
- C-1.9. Intake.** Upon determination of client eligibility and income eligibility, CWS 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., date of eligible status (e.g. date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.), current county of residence, date of birth, gender, and, if applicable and if available, Social Security Number and port of entry.
- CWS shall conduct an intake on all eligible clients regardless of employment authorization status; whether or not the clients are receiving public benefits.
- CWS shall obtain clients' signatures on the RS approved intake form attesting to the accuracy of information and the acceptance of services. Forms must be provided to clients in their native language in compliance with the LEP policy.
- C-1.10. 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 C3**) and update the applicable release information in RSDS.
- C-1.10.1.** Social Security Number;
- C-1.10.2.** DHS SAVE/VIS data;
- C-1.10.3.** PHI;



- C-1.10.4.** Financial Information;
- C-1.10.5.** Employment Outcome Disclosures; and/or
- C-1.10.6.** Contact Information Disclosures.

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 C3** may be implemented without the need of a formal contract amendment.

- C-1.11. CRS Orientation.** CWS/The Provider may provide CRS orientation services to all eligible clients who have received an intake regardless of employment authorization status. CRS Orientation services may include, but are not limited to, information on:
 - C-1.11.1.1.** Expectations regarding employment and services provided by the employment program, including job development, job referrals;
 - C-1.11.1.2.** Additional services available through the CRS program, including child care, English language training, vocational training, youth services, and legal services;
 - C-1.11.1.3.** Information on the importance of health care, health insurance requirements per the Affordable Care Act, availability of health insurance through the health insurance marketplace, and how to access healthcare through the marketplace; and
 - C-1.11.1.4.** Services that may be available in the community.
 - C-1.11.1.5.** If the Provider deems it necessary, a more in-depth orientation may be offered to refugees and entrants who are within their first 120 days of arrival. Topics may include, but are not limited to, daily living skills, cultural adjustment, public transportation, and money management.
- C-1.12. Case Coordination.** CWS/The Provider shall create an integrated and streamlined case coordination system that provides assessment, planning, and coordination of services with the overall goal of economic self-sufficiency and social integration. Case coordination shall include referrals to outside agencies and access to assistive services, such as transportation and interpretation, when necessary. Case coordination may also include other activities such as counseling clients on how to identify and address physical and mental health needs. Additional case coordination services may be provided in accordance with CFR 400.154 and 400.155, the Department's State Plan, and the CRS Plan.
- C-1.13. Employment Services.** CWS/The Provider shall develop a method of delivering a comprehensive employment program which shall, at a minimum, include the following components:
 - C-1.13.1. Local Job Market Analysis.**
 - C-1.13.1.1.** Assess the local job market and develop employment opportunities appropriate to the needs and skills of the target populations.
 - C-1.13.1.2.** Identify and recruit potential employers.
 - C-1.13.1.3.** Develop and maintain an electronic system for recording job openings with identified wages, employers, and job referrals.
 - C-1.13.1.4.** Establish agreements with employers for on-the-job training, group placements, and placements with built-in promotional sequences.
 - C-1.13.1.5.** The Provider shall use the local job market assessment to identify training needs for eligible clients. This information shall be provided to CWS in the form of a written narrative report no later than December 15 (refer to EXHIBIT C5) of each FFY for the duration of the Contract and shall be presented to the local Refugee Task Force no later than January 31st on an annual basis.
 - C-1.13.2. Employment Orientation Services.** CWS/The Provider shall provide orientation services to all employment clients who have received an intake regardless of employment authorization status. The delivery of Orientation services shall be documented in RSDS. At a minimum Orientation Services shall include but is not limited to, information on:



- C-1.13.2.1.** Expectations of the employment program, including requirements to participate in the workforce activities for TANF clients and sanctions to RCA and TANF for not accepting employment that is offered;
 - C-1.13.2.2.** What is expected of employable adults not currently employed;
 - C-1.13.2.3.** Other services available, through refugee Providers, intended to support employment, including child care, English language training and vocational training;
 - C-1.13.2.4.** Services provided by the employment program, including job development, job referrals, CET; and
 - C-1.13.2.5.** Services that may be available in the community.
- C-1.13.3. Pre-Employment Placement Services.** CWS/The Provider shall make available pre-employment placement services, delivered either on an individual or group basis. The delivery of pre-employment placement services shall be documented in the employability plan and RSDS. At a minimum, the services shall include, but are not limited to providing information on:
- C-1.13.3.1. Workplace Readiness.** Employer expectations regarding appropriate attire, demeanor, timeliness, transportation and/or travel, initiative, interpersonal skills, communication skills, other personnel attributes.
 - C-1.13.3.2. Interview Techniques.** Job interview techniques that will promote hiring.
 - C-1.13.3.3. Resume or Application Assistance.** Completing employment applications and developing resumes.
 - C-1.13.3.4. Employer Benefits and Payroll Options.** Common employment practices including but not limited to money management, payroll deductions, the availability of health insurance and/or retirement benefits, and tax implications of status as an independent contractor verses employee, etc.
 - C-1.13.3.5. Training Options.** Training options including vocational training, short-term training, and/or English language training.
 - C-1.13.3.6. Career Planning.** Work adjustment and/or career counseling and planning to strategically pursue career goals after first job placement.
- C-1.13.4. CL Services.** The Provider may offer CL services to clients to support employment advancement. CL Services shall include the following components:
- C-1.13.4.1. CL Assessment.** The Provider shall conduct a CL assessment within 15 calendar days of identifying clients as eligible CL clients. Activities shall include:
 - C-1.13.4.1.1.** CL orientation, including an explanation of program procedures and expectations for client participation;
 - C-1.13.4.1.2.** Assessment of clients' educational level, native language literacy, English literacy, and speaking ability, prior to work experience, and relevant vocational skills; and
 - C-1.13.4.1.3.** Collection of supplemental intake information, including such information as educational attainments, locations, diplomas and/or degrees, and work history.
 - C-1.13.4.2. CL Plan Development.** An individualized CL Plan shall be developed, using the Employability Plan Form (**EXHIBIT C6**), jointly by the Provider and clients, concurrent to the CL assessment, and shall be signed by the clients. CL Plan development shall include:
 - C-1.13.4.2.1.** Establishment of career goals;
 - C-1.13.4.2.2.** Identification of pre-career ladder service needs;
 - C-1.13.4.2.3.** A formal delineation of steps to accomplish the career goal which identifies the responsible party for each step;



C-1.13.4.2.4. Follow-up information to show clients' progress; and

C-1.13.4.2.5. The date clients are eligible for job placement.

C-1.13.5. CET Services. The Provider will coordinate, support and track the provision of CET services. The Provider may offer education, training services to clients to support employment acquisition, retention, and advancement. Training and education services provided must be appropriate to local workforce needs as identified in the local job market survey and may include the following:

C-1.13.5.1. STT. The Provider may provide STT that is expected to develop skills leading to full-time employment. The target population for STT are clients that are experiencing, or those that can reasonably be expected to experience, difficulty in obtaining entry level employment due to lack of work experience or skills combined with limited English. If the Provider chooses to develop STT programs, the Provider shall:

C-1.13.5.1.1. Identify jobs requiring limited training that are regularly available in the local community;

C-1.13.5.1.2. Obtain prior written approval from the CCC for any new short-term training program;

C-1.13.5.1.3. Prioritize clients with limited education, skills, and employment experience; and

C-1.13.5.1.4. Develop programs that must be completed in less than eight (8) weeks, unless the Provider has received written permission from the CCC to extend training.

C-1.13.5.2. OJT. The Provider may enter into OJT agreements only if they are structured to lead to permanent full-time employment in a position, with the employer who is providing the training. OJT is limited to the number of months outlined in the table below based on the hourly wage rate of the position and may be subsidized up to fifty percent (50%) of the clients' hourly wage rate during the term of the OJT agreement.

OJT Subsidized Wage Scale	
Hourly Wage Rate	Maximum Months of OJT
\$10.00 - \$10.99	50% of the clients' hourly wage rate for up to two (2) months
\$11.00 – \$13.99	50% of the clients' hourly wage rate for up to four (4) months
\$14.00 or higher	50% of the clients' hourly wage rate for up to six (6) months

OJT should focus on clients with skills or experience but who are having difficulty in obtaining employment due to a lack of local work experience and/or are LEP. If the Provider chooses to enter into OJT agreements, the Provider shall:

C-1.13.5.2.1. 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-1.13.5.2.2. Ensure that OJT is provided at the employment site; and

C-1.13.5.2.3. Prioritize to make clients with skills or experience who have not been able to obtain or retain full-time employment; 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.

C-1.13.5.3. Vocational Training. The provider may offer clients vocational training that meets the requirements of 45 CFR Section 400.81 and 400.146 to promote employment acquisition, retention, and/or advancement. The Provider shall submit a list of available vocational training programs, which are consistent with local workforce needs and identified in the local job market survey, to the CCC for approval within 21 days of Contract execution. If the Provider chooses to assist clients with vocational training, enrollment requirements shall include:



- C-1.13.5.3.1.** Ensuring all clients meet the program pre-requisites, including English language ability, if required;
 - C-1.13.5.3.2.** Ensuring that vocational training courses are provided to the fullest extent feasible outside of normal working hours;
 - C-1.13.5.3.3.** Ensuring that clients are not enrolled in vocational training that last more than a year or educational programs that are not intended to lead to employment within a year of enrollment;
 - C-1.13.5.3.4.** Obtaining CCC approval of vocational trainings that had not been identified in the approved list of programs submitted to the CCC, prior to authorizing payment of the training; and
 - C-1.13.5.3.5.** Ensuring vocational training is concurrent to job placement or employment for individuals receiving TANF and RCA.
- C-1.13.6. Recertification/Recredentialing.** The Provider may assist clients in skills recertification, including diploma/degree evaluation, translation of documents and other credentialing activities.
- C-1.13.7. Job Placement.** (If applicable) The Provider shall place clients in jobs that meet the criteria for employment per 45 CFR 400.81. Job placement activities shall include the following components:
- C-1.13.7.1.** The Provider shall provide referrals to identified jobs which the client is qualified and to the greatest degree possible; the position is related to the client's employment plan;
 - C-1.13.7.2.** The Provider shall assist clients in developing their resumes, completing job applications on paper and on-line, obtain interviews and ensure the client understands when and where the interview will occur;
 - C-1.13.7.3.** The Provider shall emphasize full-time placement jobs which offer health insurance access within six (6) months of employment; and
 - C-1.13.7.4.** The Provider shall complete the Employment and Career Laddering Placement Form (**EXHIBIT C7**) for each job placement and obtain either a copy of a client's most recent check stub or the employer's signature to verify the job placement. A verified job placement or career laddering job placement has been delivered when an eligible client accepts full-time employment as a result of a referral from the Provider.
- C-1.13.8. Career Laddering Job Placement.** The Provider shall place clients in career field related jobs that meet the criteria for employment in 45 CFR 400.81 and is aligned with the client's CL Assessment and CL plan. Career laddering job placement activities shall include the following components.
- C-1.13.8.1.** 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; if the client is a CL client, the provider shall refer clients to jobs in a related field as identified in their CL plan;
 - C-1.13.8.2.** Upon career laddering program completion, the Provider shall assist clients in developing their resumes, completing job applications on paper and on-line, obtain interviews and ensure the client understands when and where the interview will occur;
 - C-1.13.8.3.** The Provider shall emphasize full-time placement jobs which offer health insurance access within six (6) months of employment;
 - C-1.13.8.4.** The Provider shall emphasize full-time career laddering placement jobs, in a related training field (if the client is a CL client or if training was provided); and
 - C-1.13.8.5.** The Provider shall complete the Employment and Career Laddering Placement form (**Exhibit C7**) for each job placement and obtain either a copy of clients' most recent check stub or the employer's signature to verify the career laddering job placement. A verified job placement or career laddering job placement has been delivered when an eligible client accepts full-time



employment as a result of a referral from the Provider and upon completion of CL plan and career laddering services provided.

- C-1.13.9. Job Placement Follow-up Contact.** The Provider shall follow-up with the employer (at least one contact shall be in person) at a minimum of 10 and 90 days after initial (first recorded) job placement and with clients at a minimum of 10, 30, 60, and 90 days after placement. At the 90 day follow up, the Provider shall document the current work status, including but not limited to:
- C-1.13.9.1.** If clients are employed;
 - C-1.13.9.2.** The position held by clients;
 - C-1.13.9.3.** The number of hours that clients are currently working and the wage per hour;
 - C-1.13.9.4.** Whether clients have or will have private health insurance coverage, or when it may be available (i.e., 90, 180 days);
 - C-1.13.9.5.** Employer satisfaction or dissatisfaction with the clients' job performance, the reason for any dissatisfaction and any suggestions for employee improvement;
 - C-1.13.9.6.** Reason(s) for job termination, if the clients are no longer employed;
 - C-1.13.9.7.** Clients satisfaction or dissatisfaction with current employment status, including a review and/or update of the clients' employability plan goals and targets; Case notes should reflect employability plan was reviewed on this date. If applicable, based on clients' individual needs an updated Career Plan page with updated goals, action steps and/or targets should be established, and copy provided to client;
 - C-1.13.9.8.** To verify employment in any position at the 90-day follow up the Provider shall obtain either a copy of the clients' most recent check stub or an employer's signature on the Employment and Career Laddering Placement Form (EXHIBIT C7) and maintain a copy of this verification documentation in the individual clients' case file. CWS reserves the right to verify a clients' employment status via third party verification systems;
 - C-1.13.9.9.** For TANF clients, follow-up on employment must adhere to the documentation requirements of the TANF program; and
 - C-1.13.9.10.** After a self-placement becomes known, the Provider shall verify the self-placement, based on the clients' self-report, at the time of the ninety (90) day follow up by completing the appropriate sections of the Employment and Career Laddering Placement Form (EXHIBIT C7).
- C-1.13.10. Verified Job Placement.** The Provider shall verify job placements by obtaining a copy of clients' most recent check stub, the employers' signature to verify the job placement, or obtaining verification through a valid employment verification database. The job placement and verification dates must be recorded in RSDS by the date specified for data submission as outlined in Section C-2.5.3. to count as a verified job placement.
- C-1.13.11. Self-Placements.** After a self-placement becomes known the Provider shall complete the applicable sections of the Employment and Career Laddering Placement Form (EXHIBIT C7) for clients who report self-placements to verify the job placement.
- C-1.13.12. 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 six (6) months, and then again at 12 months to assess the client's income compared to the FSSP's required income for household budget needs.
- C-1.13.13. RCA Job Search** (If applicable)



- C-1.13.13.1.** The Provider shall ensure that the job search commences upon completion of the Employability Plan (**EXHIBIT C6**), but not later than 15 calendar days following intake. Employable RCA clients as defined in 45 CFR 400.71, with an employment authorization document shall participate in Job Search. The DCF ESS office 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.
- C-1.13.13.2.** 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 and followed up on until client is placed. The Provider shall report all employed RCA clients to the local DCF ESS office or other designated agency within five (5) calendar days of the date of employment.
- C-1.13.13.3.** The Provider shall require that RCA clients comply with the Federal requirements in 45 CFR 400.75.
- C-1.13.13.4.** 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 DCF ESS office or other designated agency 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.
- C-1.13.13.5.** The Provider shall make available to clients the written policies of the RCA program in accordance with 45 CFR 400.55.

Any subsequent revision to the **EXHIBIT C6** may be implemented without the need of a formal contract amendment with prior written approval from the CCC.

- C-1.13.14. 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. The Provider shall use the local job market survey to identify training needs for eligible clients. This information shall be provided to CWS in the form of a written narrative report by the due dates outlined in **EXHIBIT C5** and be presented to the local Refugee Task Force by the due dates outlined in **EXHIBIT C5**.

- C-1.14. Adult Education (AE) Services.** The Provider shall develop a method of delivering AE Services to appropriate clients. AE services shall include the following minimum components:

- C-1.14.1. Pre-Test Standardized Assessment.** The Provider shall conduct an evaluation of the client's English language ability and/or educational level using standardized assessment instruments administered as a pre-test and maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. For vouchered clients, the Provider is not responsible for conducting an evaluation of the client's English language ability and/or educational level themselves but shall maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. The date of the pre-test assessment cannot precede the client intake date.

- C-1.14.2. Enrollments.** The Provider shall enroll clients in the appropriate education program based on the client's educational needs. The Provider may provide the following:

- C-1.14.2.1. English Language Enrollment.** The Provider shall enroll clients in the appropriate level of ELI based on the client's performance on standardized assessment instruments. The Provider shall offer ELI enrollments into courses including, but not limited to:

- C-1.14.2.1.1. English for Speakers of Other Languages (ESOL); and**

- C-1.14.2.1.2. English Literacy for Career and Technical Education (ELCATE).**

- C-1.14.2.2. High School Equivalency Diploma Program.**

- C-1.14.2.3. Citizenship Preparation Courses.**



C-1.14.2.4. ABE Courses.

C-1.14.2.5. Vouchers. The Provider may distribute vouchers to eligible clients for the clients to enroll in appropriate ELI courses.

C-1.14.3. Refugee-Specific Instructional Services. If the course offerings in the mainstream classes are not appropriate for the needs of the refugee population in the community, the Provider may provide refugee-specific classes. The Provider shall determine the number of staff and refugee-specific instructional hours necessary for each ELI course. If refugee-specific classes are offered, the Provider shall submit a report by the due dates outlined in **EXHIBIT C5** to the CCC outlining the following:

C-1.14.3.1. Types of ELI Courses that will be offered;

C-1.14.3.2. Number of enrolled students in each course;

C-1.14.3.3. Number of staff needed to instruct each course;

C-1.14.3.4. Total anticipated refugee-specific instructional hours; and

C-1.14.3.5. Class Schedule.

C-1.14.4. Post-Test Standardized Assessment. The Provider shall assess progression of clients at the completion of each course utilizing standardized assessment instruments. The Provider shall document in the client file and in RSDS the attainment of LCPs, or documented progress, along with applicable post test scores obtained using standardized assessment instruments during the assessments. Post test scores may be used for placement in subsequent educational courses.

C-1.14.5. Guidance and Retention. The Provider may deliver guidance and retention services designed to assist the client's progression and retention in the program(s) in which they are enrolled. This may include, but is not limited to, course advising, attendance tracking and guidance, support service needs identification and referrals, follow-up on recommendations and outcomes of testing, and the value of enrollment in at least one (1) or more courses over consecutive terms.

C-1.15. Additional Services. The Provider may provide additional services allowed under State and Federal laws and regulations, namely 45 CFR Parts 400.154 and 400.155, or State Grant Awards. Any such service shall be provided as agreed to in the CRS Plan. These services must contribute to the integration and self-sufficiency outcomes of refugees, and may include, but are not limited to translation services, interpreter services, transportation assistance, and emergency client assistance.

C-1.16. Case Notes. The Provider shall maintain electronic or hard-copy readable case narrative information, in chronological format, recording critical contact with the client (case notes are optional for legal services). Information documented should clearly describe status of the services being provided and what is happening with the client including what specific services and/or activities are being performed by the provider to assist the client in achieving the employability plan goals. The Provider shall contact clients on a monthly basis regarding referrals, placements, problem resolution and progress made on the employability plan tasks and goals. Contact shall be documented in the case notes and, at a minimum, shall include:

C-1.16.1. The purpose for the client contact(s);

C-1.16.2. Employment status of the client(s) at time of contact;

C-1.16.3. Employment Authorization status update at time of contact;

C-1.16.4. Whether the client(s) are employed in the same job, working the same number of hours, receiving the same rate of pay, receiving health benefits, etc. or any changes reported;

C-1.16.5. Clients progress, including any problems identified by the client(s) and employer(s);

C-1.16.6. How problems/barriers identified were addressed by the Provider;

C-1.16.7. Detailed reasons for changes in employment, whether clients were terminated from employment, whether work hours have been reduced, or whether clients 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;



- C-1.16.8.** Detailed list and/or information on employment/job referrals provided until RCA client(s) are placed in unsubsidized employment;
 - C-1.16.9.** Detailed information on service activities and planned future activities with dates of service delivery;
 - C-1.16.10.** Outcome of job interviews (name of business, date and time of interview, position applying for) and referrals to other service providers;
 - C-1.16.11.** If applicable, documentation of employment notification sent to DCF-ESS office or other designated agency within five (5) business days of any RCA client who is placed in unsubsidized employment;
 - C-1.16.12.** If applicable, documentation of sanction notification sent to DCF-ESS office or other designated agency 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; and
 - C-1.16.13.** Closing entries that provide a summation of the clients' overall status and addresses the needs and barriers identified in the clients' individual employability plan and are aligned with documentation in the Termination of Client Services form (**EXHIBIT C8**).
- C-1.17. Transportation.** The Provider may provide transportation assistance to clients when necessary for participation in CRS activities including, but not limited to employability training or the acceptance or retention of employment, adult education participation, limited by the Provider's line item budget, which identifies vehicle usage to clients and/or fare passes on public transportation systems. If issuing transportation passes, the Provider shall maintain a tracking log and supporting documentation of the purchase and issuance of cards to eligible clients. Delivery of transportation services to clients shall be documented in RSDS.
- C-1.18. Information and Referral Services.** CWS/The Provider shall be familiar with community resources and, in particular, services provided to refugees/entrants and shall have established links with other local service providers to ensure that the supportive service needs of refugees/entrants can be met. CWS/The Provider shall refer refugees/entrants to these services as needs are identified. Assistance may be provided telephonically or on a walk-in basis with no formal refugee eligibility determination required. Assistance may include but is not limited to information and/or referrals for, application for benefits through the DCF-ESS, food banks, emergency assistance agencies, federally qualified health centers, mental health counseling, subsidized or income-sensitive housing, county health departments, KidCare, social security administration, transportation options, and other resources that would benefit the target population. For clients enrolled in CRS CWS/The Provider shall maintain in the CRS individual/family client file clear documentation of all referrals made for the client/family that reflects the referral type(s), provider(s) referred to, referral date(s), and referral reason(s).
- C-1.19. Data Security and Access Request Forms.** The Provider shall ensure that its staff whose duties require them to access client information through the RSDS must complete the following annually:
- C-1.19.1.** DCF Security Agreement (form CF 0114, which is available from the CCC);
 - C-1.19.2.** DCF Security Awareness Training, as specified in Section 5.5.2 of the Standard Contract; and
 - C-1.19.3.** RSDS Security Access Request Form (**EXHIBIT C4**).
- Any subsequent revisions to the **EXHIBIT C4** may be implemented without the need of a formal Contract amendment.
- C-1.20. Electronic Data.** The Provider shall use the CWS Case Management application and/or RSDS application to submit electronic data with the required data elements as specified in the RSDS Application User Guide or any subsequent revisions to this guide without the requirement of a Contract amendment. The Provider shall submit electronic data via direct entry into RSDS or via batch interface, as required by RS.
- C-1.21. 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:
- C-1.21.1.** Identifies the language(s) likely to be encountered while providing contract services;
 - C-1.21.2.** Estimates the number of eligible people likely to be affected by the need for language interpretation assistance;



- C-1.21.3.** Establishes an in-house point of contact who is competent to provide language interpretation services or competent to provide document translation assistance for written documents;
- C-1.21.4.** Identifies a process by which language interpretation services not available on-site shall be provided to LEP persons;
- C-1.21.5.** 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;
- C-1.21.6.** 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;
- C-1.21.7.** Identifies how the service Provider shall inform and train staff; and identify the frequency of staff training;
- C-1.21.8.** 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; and
- C-1.21.9.** The level and depth of compliance a service Provider must meet in order to comply with requirements of Title VI of the Civil Rights Act of 1964 can be determined by using the compliance requirement criteria below. If the refugee/entrant population to be served:
 - C-1.21.9.1.** Is 10% of the eligible population or 3,000 (whichever is less), the service Provider shall provide translated written documents, including vital documents for the group.
 - C-1.21.9.2.** Is 5% of the eligible population or 1,000 (whichever is less), the service Provider, at a minimum, shall translate vital documents, while other document translations can be oral.
 - C-1.21.9.3.** Is fewer than 100 persons, the service Provider is not required to translate written materials, but shall 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 LEP plan for compliance to CWS within 45 days following the Contract effective date and submit the LEP Policy Questionnaire annually thereafter. Failure to comply with this requirement may place the Provider in Breach of Contract and the Provider may be penalized as provided in Section 6.1. of the Standard Contract.

- C-1.22. Quarterly Review.** CWS will review Contract performance and discuss the Provider's progression towards meeting Contractual goals. The Quarterly Review agenda may include, but is not limited to, reviewing deliverables, minimums, performance data, costs associated with providing services, arrival and intake data, and any programmatic/administrative concerns.
- C-1.23. Termination of Client Services.** The Provider shall terminate a client's case for the following reasons:
 - C-1.23.1.** Client completion of all objectives and no longer in need of services;
 - C-1.23.2.** Client no longer meets eligibility criteria for the program;
 - C-1.23.3.** Written or verbal notification by the client of withdrawal from the program;
 - C-1.23.4.** Client relocation out of the service area;
 - C-1.23.5.** Non-participation of the client; the client has not participated in service for 30 days or as appropriate for the particular service, as described below;
 - C-1.23.5.1.** For Adult Education Services non-participation is 12 consecutive months;
 - C-1.23.6.** Unsuccessful closure; client participated but objectives not achieved; or
 - C-1.23.7.** Death of the client.
- C-1.24. Client Case File.** For each client served, the Provider shall maintain an electronic or hard-copy case file that includes a detailed chronological account of service delivery including, but not limited to, the following:
 - C-1.24.1.** Eligibility documentation, including a legible copy of the front and back (if applicable) of immigration documentation;



- C-1.24.2.** Intake information;
- C-1.24.3.** Client Release of Information Form;
- C-1.24.4.** Case notes, including face-to-face contact, client activities, status in achieving goals, any changes in client or family situation, or any other issues that assist or hinder client progression;
- C-1.24.5.** Referral information;
- C-1.24.6.** Termination of client services documentation (completion of **EXHIBIT C8** for employment clients if closed);
- C-1.24.7.** Client Assessment(s);
- C-1.24.8.** Employment Services documentation (e.g. employability plan, FSSP, information on clients' educational attainments, job referrals, follow-up documentation, CET activities, CL activities, documentation of recertification/re-credentialing services, orientation sessions, or other activities);
- C-1.24.9.** AE Services documentation (e.g. information on course enrollment, assessment of English language ability, client progression assessment, course completion, or other activities); and
- C-1.24.10.** Income eligibility determination signed and dated by client (if applicable);
- C-1.24.11.** Documentation of additional services provided, such as emergency client assistance, translation and/or interpretation services.

C-1.25. Task Limits.

- C-1.25.1.** The Provider shall not make stipend payments to a client under the terms of this Contract.
- C-1.25.2.** The Provider shall not perform any tasks related to the program, other than those described in this Contract, without the express written consent of CWS.
- C-1.25.3.** 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.
- C-1.25.4.** 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.
- C-1.25.5.** The Provider is prohibited from filing an application to make the person eligible for services under this Contract. A client must already have an eligible immigration status or classification at the point of intake to establish service eligibility.
- C-1.25.6.** Payment for vocational training under this Contract is limited to programs that are intended to be completed in 12 months or less, and are sufficient to obtain employment, as stated in 45 CFR Part 400.146. The maximum number of vocational enrollment hours an eligible student can take shall not exceed 1,400 hours. This is a lifetime limit for each student.
- C-1.25.7.** Training programs that exceed \$3,000.00 total tuition must have prior written approval from the CCC.
- C-1.25.8.** Payment for OJT under this Contract is limited to those OJT agreements that are structured to lead to permanent full-time employment in a position paying at least the hourly wage rate outlined in the OJT Subsidized Wage Scale in Section C-1.13.5.2., with the employer who is providing the training. OJT is limited and may be subsidized up to fifty percent (50%) of the clients' hourly wage rate during the term of the OJT agreement based on the number of months outlined in the OJT Subsidized Wage Scale in Section C-1.13.5.2.
- C-1.25.9.** Contract funds shall not be used by the Provider to pay any service application fees due to a federal entity or to pay any court fees that are required to be paid by the client.
- C-1.25.10.** No civil litigation/representation against the Federal, State or Local government shall be provided for matters other than immigration and immigration-related issues.
- C-1.25.11.** Clients are limited to three (3) enrollments in a particular level or course in an attempt to achieve documented progress. If the client is unsuccessful in achieving documented progress in said level or course after three (3)



attempts, the Provider shall refer the client to other funding sources/programs that are more suited to meet the client's needs.

C-1.25.12. Course offerings under this Contract are limited to those that are within the frameworks developed by the DOE or those approved in writing by the CCC no fewer than 45 calendar days prior to implementation.

C-1.25.13. The Provider shall document client progression assessment information using those standardized testing instruments identified in Rules 6A-6.014(4), 6A-6.014(5), and 6A-10.040, F.A.C. or DOE-issued document that supersedes these F.A.C. and any subsequent revisions thereto.

C-1.25.14. The Provider shall not be reimbursed or paid under this Contract for individuals enrolled in Adult Education who are also enrolled in a K-12th grade public school program.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

C-2.1.1. 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 CCC, in writing, within (7) calendar days following the loss of a staff member funded by this Contract in part or in whole.

C-2.1.2. The staffing levels are contained in the Project Budget Summary and shall be sustained throughout the Contract period. In the event CWS determines that the Provider's staffing levels do not conform to those set forth in the project budget summary, it will advise the Provider in writing, and the Provider shall have 30 calendar days to remedy the identified staffing deficiencies.

C-2.1.3. The Provider may make staffing changes for those positions funded either in whole or in part with funds from this Contract. The CCC must be notified in writing when a change of incumbent staff occurs. 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 Project Budget Summary, and cost allocation (if applicable). 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.

C-2.2. Professional Qualifications

C-2.2.1. 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.

C-2.2.2. 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 youth served by the Provider. Security background investigation documentation shall be maintained on file with the Providers' employment records.

C-2.2.3. The Provider shall maintain staff for data and quality management functions who possess experience with computer-based information systems, technical assistance, and knowledge of the organization's system design. CWS reserves the right to request the resume of data staff to ensure qualifications are appropriate for the position.

C-2.3. Subcontracting

C-2.3.1. Subject to Section 4.3. of the Standard Contract, the Provider shall not subcontract for services under the terms of this Contract. 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.

C-2.3.2. (If applicable) The Provider shall execute contracts for subcontracted services within 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 CCC prior to the expiration of the 90-day deadline. Within 30 days of executing contracts for subcontracted services, the Provider shall provide CCC copies of the executed subcontract.



C-2.3.3. Subcontract Agreements. (If applicable) 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.

C-2.4. Records and Documentation

C-2.4.1. Client Records. The Provider shall maintain client information as follows:

C-2.4.1.1. 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.

C-2.4.1.2. 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 ORR requirements.

C-2.4.2. Format Requirements. Submission of documents produced by the Provider to satisfy the requirements of this section must be submitted to CWS in Microsoft Office product format in the versions used by CWS at the time of submission, currently MS Project 2007 or newer version, MS Word 2007 or newer version, MS Excel 2007 or newer version.

C-2.4.3. 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 CWS harmless from any claim or damage, including reasonable attorneys' fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records, whether public record or not, and promises to defend CWS against the same at its expense.

C-2.4.4. 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 CWS upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

C-2.4.5. 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 CWS approval.

C-2.5. Reports (programmatic and to support payment)

C-2.5.1. Required Reporting Submission. The Provider shall submit reports according to the reporting requirements specified in **EXHIBIT C5**. In the case of an anticipated delay in meeting this requirement, the Provider shall submit a written justification for the delay and a request for an extension to the CCC prior to the expiration of the submission deadline. Only submittals received by the due date or pursuant to an approved extension will be considered timely. All due dates not specifically identified are calendar days.

C-2.5.2. Additional Reporting Requirements. The Provider shall provide additional reporting pertaining to the services rendered in the Contract should CWS determine this to be necessary.

C-2.5.3. Data Reports.

C-2.5.3.1. Data Entry Deadlines. The Provider shall submit to CWS data by the 7th of each month, except in emergency circumstances and as approved in writing by the CCC. The reports produced by CWS are the official record of deliverables and overall program performance, unless notified immediately of discrepancies.

C-2.5.3.2. Data Integrity. If notified by CWS of reporting discrepancies, the Provider has two (2) 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 two (2) business days of the notification. The Provider shall notify the CCC when corrections are needed and again when corrections are completed.



C-2.5.4. 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 6.1. of the Standard Contract.

C-2.6. Provider Responsibilities

C-2.6.1. Provider Unique Activities

- C-2.6.1.1.** The Provider must be knowledgeable of the refugee/entrant populations to be served in the identified service area.
- C-2.6.1.2.** 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.
- C-2.6.1.3.** 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.
- C-2.6.1.4.** 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.

C-2.6.2. Coordination with Other Providers/Entities

- C-2.6.2.1.** CWS may undertake or award other contracts for additional or related work, and the Provider shall fully cooperate with other such Providers, CWS employees, 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.
- C-2.6.2.2.** The Provider shall attend the scheduled Refugee Task Force meetings for their service delivery area. The Provider shall participate in, present at, and collaborate with other social service agencies at the meetings.

C-2.7. Refugee Clients under Age 18. Providers who care for children and youth shall have and provide to CWS 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.

C-2.8. 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.

C-3. STANDARD CONTRACT REQUIREMENTS Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.



EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS

Name of Organization:		
Location:		
Contract number:		
Type of service:		
Report Period:	<u>Fall/Winter</u> October 1 – March 31	<u>Spring/Summer</u> April 1 – September 30

Section A: Accomplishments

Report <u>specific, measurable activities</u> related to refugees' attainment of self-sufficiency and integration		
Topic	Activities/Services	Outcome

Section B: Challenges & Emerging Issues

Report any <u>challenges or emerging issues</u> related to refugees' attainment of self-sufficiency and integration		
Topic	Challenge/Emerging Issue	Action & Resolution

Section C: Promising Practices

Report any promising practices adopted in the reporting period related to refugees' attainment of self-sufficiency and integration		
Topic	Promising Practice	Action & Resolution

Section D: Client Success Stories

Please provide one (1) success story of a refugee who received services during the reporting period.

Section E: Emergency Housing Assistance

Please report on any emergency housing assistance that was provided during the reporting period.



EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS

Topic Options for Sections A, B, and C	Topic Definition
Community Resources for Clients	Community resources for clients refers to the accessibility and availability of non-ORR services or programs for clients
Documentation/Records Management	Documentation/Records management refers to the maintenance and organization of case and program level documentation (i.e. case files, database, confidentiality, etc.)
Eligibility	Eligibility refers to the determination or documentation of eligibility of ORR programs and services
Program Development	Program development refers to building capacity and support for refugee assistance programs (i.e. outreach/education, partnerships, etc.)
Services	Services refer to the services and benefits specific to refugee assistance programs (e.g. health, employment, social, intensive case management (W-F), etc.)
Other	"Other" is used to document accomplishments, challenges and promising practices that do not specifically relate to the above-mentioned topics



EXHIBIT C3 – CLIENT RELEASE OF INFORMATION FORM

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-VIII of this form and the purpose for each, requesting the client initial each applicable section.

Client Initials

I. SOCIAL SECURITY NUMBER DISCLOSURE

I hereby agree to provide my social security number(s) to the Florida Department of Children and Families(DCF)/Refugee Service Program, though I understand I am not required to do so under the law. I further authorize the Florida Department of Children and Families/Refugee Services Program to use my social security number(s) for identity, income, employment and eligibility verification, as well as other purposes related to the administration of DCF 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/Refugee Services Program and Church World Service, Inc. to access Federal public benefits and/or Refugee Services-funded services.

III. PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE

I hereby authorize the release of my PHI to the Florida Department of Children and Families/Refugee Services Program 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 the Florida Department of Children and Families/Refugee Services Program for the purpose of determining eligibility for services, employment outcomes and/or economic statistics.

V. EMPLOYMENT OUTCOME DISCLOSURE INFORMATION

I hereby authorize the release of my employment information to the Florida Department of Children and Families/Refugee Services Program, for the purpose of verifying employment and determining the outcome of employment services. This data may include but is not limited to, Employee Information (Name, Date of Birth and Social Security Number), Employer Information, Employment Information (Job Title, most recent Start Date, and Termination Date, if applicable), and Salary/Benefits Information (Rate of Pay, Average Hours per Pay Period, Wages, Access to Health Insurance, etc.).

VI. CONTACT INFORMATION DISCLOSURE FOR CONDUCTING A SURVEY

I hereby authorize the release of my contact information: Full Name, Local Address, Cell/Home Phone Number, and Email address to the vendor approved by the Florida Department of Children and Families/Refugee Services Program for the purpose of conducting a survey to rate my refugee experience and generally assess refugee needs.

VII. CONTACT INFORMATION DISCLOSURE FROM ADULT EDUCATION SERVICE PROVIDERS

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, Adult Education test scores, Documentation of Vocational Program Completion, and ESOL level by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Adult Education provider to the Refugee Services funded Employment service provider so they can contact me to explain the employment and vocational training I might be eligible to receive.

VIII. CONTACT INFORMATION DISCLOSURE FROM EMPLOYMENT SERVICE PROVIDERS

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, and Test scores, if applicable, by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Employment service provider to the Refugee Services funded Adult Education provider so they can contact me to explain the educational services I might be eligible to receive.

CLIENT RIGHTS

- I have the right to revoke this authorization at any time by writing to the Florida Department of Children and Families/Refugee Services Program and Church World Service, Inc.
- 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/Refugee Services Program and Church World Service, Inc. will give me a copy of this form upon my request.
- I understand that this authorization will expire at the conclusion of my Refugee Services eligibility period (5 years from date of entry) 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.

Client Name

Client Signature

Date

Provider Use Only: I have explained this form and its purpose to the client and the client has refused to sign.

Provider Signature

Date



EXHIBIT C4 – RSDS SECURITY ACCESS REQUEST FORM

REFUGEE SERVICES DATA SYSTEM SECURITY ACCESS REQUEST (SAR)

Date: _____

Contract Number: _____

Provider Name: _____

Employee Requesting RSDS Access: _____

Program Name: _____

Employee Position Title: _____

Employee Email Address: _____

Purpose for Access: _____

Attachments:

- 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).
- Date that DCF Security Awareness Training was completed by employee: _____

DCF Security Awareness Training can be reached going to the DCF internet site at: <https://www.myflfamilies.com/general-information/dcf-training>. You will need to follow the link "Security Awareness Training" at the top of the page.

Supervisor's Name

Supervisor's Signature:

Date of Approval:

Data Security Officer's Name:

Data Security Officer's Signature:

Date of Approval:

FOR DEPARTMENT USE ONLY	
_____ Contract Manager's Signature	_____ Date
_____ Data Unit Supervisor's Signature:	_____ Date of Approval:



EXHIBIT C5 – REPORTING REQUIREMENTS

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	CWS Office
Invoice EXHIBIT F4	Bi-Monthly	15th day of each month following the service period.	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Narrative Reporting Requirements, as specified in EXHIBIT C1	Semi-Annually	April 5, 2020 October 5, 2020 April 5, 2021 October 5, 2021 April 5, 2022 October 5, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Actual Expenditure Report EXHIBIT F6	Quarterly	30 days following the end of the quarter	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Limited English Proficiency (LEP) Policy	Within 45 days following the Contract effective date and the LEP Policy Questionnaire annually thereafter	April 15, 2020 April 15, 2021 April 15, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Financial and Compliance Audit and accompanying management letter as specified in Attachment 1	Annually	Within 160 days following Provider's fiscal year end or within 30 days of Provider's receipt of the audit report, whichever occurs first	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Inventory Report EXHIBIT C2	Annually and 45 days prior to completion of Contract	August 15, 2020 August 15, 2021 August 15, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Emergency Preparedness Plan as specified in Section 9.2 of the Standard Contract	Within 20 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	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Civil Rights Compliance Checklist as specified in Section 7.13 of the Standard Contract	Within 20 days of Contract execution and annually thereafter	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Proof of Liability Insurance as specified in Section 4.5. of the Standard Contract	Within 20 days of Contract execution and annually thereafter	March 20, 2020 March 20, 2021 March 20, 2022	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@CWSGlobal.org
Support to the Deaf or Hard of Hearing as specified in Section 9.3.2 of the Standard Contract	Monthly	4 th business day of each month	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Employment Screening Affidavit as specified in Section 4.14.2. of the Standard Contract	Annually	July 15, 2020 July 15, 2021 July 15, 2022	1 electronic and 1 hard copy	Lilliam Sorzano CCC 1924 NW 84 Ave Doral, FL 33126 LSorzano@CWSGlobal.org
CRS Transition Plan	Within three (3) days of Contract effective date	March 3, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org



CRS Plan	Within 30 days of Contract effective date	March 30, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Uptake Analysis	Annually	December 30, 2020 December 30, 2021	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Quality Management Plan (QMP)	45 days after Contract effective date	April 15, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Local Job Market Analysis	Annually	December 15, 2020 December 15, 2021	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Vocational Training Program Offerings	Annually	March 21, 2020	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org
Refugee-Specific Course Offerings	Quarterly/Term	March 20, 2020 June 20, 2020 August 20, 2020 December 20, 2021 March 20, 2021 June 20, 2021 August 20, 2021 December 20, 2022 March 20, 2022 June 20, 2022	1 electronic	Lilliam Sorzano CCC LSorzano@CWSGlobal.org



EXHIBIT C6 – EMPLOYABILITY PLAN FORM

Part I. Client Assessment Information:

Program Type: EMPLOYMENT CAREER LADDERING **Date Plan Initiated:** _____

Client Name: _____ **Home/Cell Phone:** (____) _____

Are you currently employed? Yes No **Work Phone (if applicable):** (____) _____

If Yes, please respond to the following questions: **Educational Level (list highest level COMPLETED):**

Date employment began: _____

<input type="checkbox"/> < High School	<input type="checkbox"/> High School Equivalent or GED
<input type="checkbox"/> High School	<input type="checkbox"/> Technical/Vocational
<input type="checkbox"/> Bachelor: _____ (list field of study)	<input type="checkbox"/> Master: _____ (list field of study)
	<input type="checkbox"/> Professional: _____ (list field of study)

Employer Name: _____

Position: _____

Hours per week: _____

Wages: \$ _____ per Hr. Week Biweekly Monthly

Language(s) & Proficiency Levels:

English (Mandatory): _____

Spanish _____

Creole _____

OTHER Language _____

Certifications/Degrees Earned:

<input type="checkbox"/> Medical Field: _____	<input type="checkbox"/> Computer / IT Field: _____
<input type="checkbox"/> Education/Childcare Field: _____	<input type="checkbox"/> Auto Mechanics Field: _____
<input type="checkbox"/> Hospitality Field: _____	<input type="checkbox"/> Construction Field: _____
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Proficiency Levels:
1= None, 2=Minimal, 3=Intermediate, or 4=Advance

If English proficiency level is less than 3 ESOL must be included as a goal in employability plan unless client has significant reason.

Part II. Work History, Experience and Skills:

Previous positions held	Location (Country or County)	Experience and/or Skills	Dates of Employment
<i>Example: Auto Mechanic</i>	<i>Miami-Dade</i>	<i>Inspected and changed brakes (changed discs & pads), balanced tires, fixed flats, changed oil, oil/air filters, competed invoice, scheduled appointments</i>	<i>2016 - 2017</i>



EXHIBIT C6 – EMPLOYABILITY PLAN FORM (cont.)

Client Name: _____

Date Plan Initiated: _____

Part III. Potential Barriers and/or Strengths to Employment (select all that apply):

<input type="checkbox"/> Lack of English	<input type="checkbox"/> Disabled	<input type="checkbox"/> Child Care
<input type="checkbox"/> Lack of Literacy	<input type="checkbox"/> Health/Medical Issues	<input type="checkbox"/> Transportation
<input type="checkbox"/> Unskilled	<input type="checkbox"/> Pending Employment Authorization	<input type="checkbox"/> Family Support
<input type="checkbox"/> Fluent in English (list proficiency): _____	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Comments on Barriers/Strengths:

Part IV. Current Adult Education or Vocational Training Information:

<p>Is client currently enrolled in Adult Education or Vocational Training:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (If NO, skip section)</p> <p>Name of school attending: _____</p> <p>Location of School: _____</p> <p>Current Schedule (Days & Times): _____</p>	<p>Type of Program enrolled in (list level or specific program):</p> <p><input type="checkbox"/> ESOL Level _____</p> <p><input type="checkbox"/> Vocational Training _____</p> <p><input type="checkbox"/> Short-term Training _____</p> <p><input type="checkbox"/> OTHER _____</p> <p>Estimated Training completion date: _____</p>
--	---

Part V. Services Needed/Referrals Provided:

<input type="checkbox"/> Pre-employment	<input type="checkbox"/> Job Counseling	<input type="checkbox"/> Skills Training
<input type="checkbox"/> Career Laddering	<input type="checkbox"/> Vocational / Tech. Training	<input type="checkbox"/> On the Job Training
<input type="checkbox"/> Short-term training	<input type="checkbox"/> Re-credentialing/Certification	<input type="checkbox"/> Child Care
<input type="checkbox"/> Transportation	<input type="checkbox"/> ESOL	<input type="checkbox"/> Literacy Classes
<input type="checkbox"/> Immigration related: _____	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Comments on Service Needs and/or Referrals:



EXHIBIT C6 – EMPLOYABILITY PLAN FORM (cont.)

Client Name: _____ Date Plan Initiated: _____ Re-Enrollment Date: _____

The **Career Plan** should focus on moving the client from a low wage job to a career path that will help them achieve their long-term Career Goals. It should build on their acquired skills and outline a path that addresses their individualized needs including ESOL or Vocational training, credentialing needs and/or supportive services.

Part VI. Career Plan Goals and Action steps

Goal #1:		Duration of Goal	Goal Target Date	Date Goal Achieved
		_____ weeks/ months		
	Long term Action Steps towards achieving Career Goal	Individual Responsible	Target Date for Each Action Step	Revised Date (if applicable)
1.				Date Activity Completed
2.				
3.				
4.				

Goal #2:		Duration of Goal	Goal Target Date	Date Goal Achieved
		_____ weeks/ months		
	Long term Action Steps towards achieving Career Goal	Individual Responsible	Target Date for Each Action Step	Revised Date (if applicable)
1.				Date Activity Completed
2.				
3.				
4.				

Client Signature	Employment Specialist Signature
------------------	---------------------------------

Duplicate this page as needed for additional Goals.



EXHIBIT C6 – EMPLOYABILITY PLAN FORM (cont.)

Client Name: _____ **Date Plan Initiated:** _____ **Re-Enrollment Date:** _____

The **Career Plan** should focus on moving the client from a low wage job to a career path that will help them achieve their long-term Career Goals. It should build on their acquired skills and outline a path that addresses their individualized needs including ESOL or Vocational training, credentialing needs and/or supportive services.

Part VII. Individualized Employability Goals and Action Steps

Goal #1:		Duration of Goal	Goal Target Date	Date Goal Achieved
		____ weeks/ months		
	Action Steps towards achieving Employment Goal	Individual Responsible	Target Date for Each Action Step	Revised Date (if applicable)
1.				Date Activity Completed
2.				
3.				
4.				

Goal #2:		Duration of Goal	Goal Target Date	Date Goal Achieved
		____ weeks/ months		
	Action Steps towards achieving Employment Goal	Individual Responsible	Target Date for Each Action Step	Revised Date (if applicable)
1.				Date Activity Completed
2.				
3.				
4.				

Client Signature	Employment Specialist Signature
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Duplicate this page as needed for additional Goals.



EXHIBIT C6 – EMPLOYABILITY PLAN FORM (cont.)

Client Name: _____ Date Plan Initiated: _____ Re-Enrollment Date: _____

Part VIII. Clients Rights and Responsibilities

- Participate in and receive assistance in the development of the Employability Plan;
- Obtain guidance from Employability Specialist in satisfying action steps towards completion of goals;
- Follow up regularly with the Employability Specialist and review progress of this individualized Employability Plan
- Provide required documentation to Employability Specialist;
- Notify Employment Specialist of any self-placement;
- Obtain support services and/or follow through with referrals to overcome barriers to employment
- Request reviews and/or a modification of Employability Plan based on individual needs; and
- Receive a copy, at a minimum, of Part VI of this Employability Plan outlining goals and action steps and/or any addendums/update to the plan, Part VIII, Clients Rights and Responsibilities and Part IX.

Part IX. Person(s) Participating in the Development of the Employability Plan

Date Employability Plan was Developed: _____

Date Employability Plan was Updated/Revised: _____

(Date & Initial above by Employment Specialist and if available, Client)

Client Name (print) _____

Employment Specialist (print name) _____

Clients Signature & Date _____

Employment Specialist Signature & Date _____

Refugee Services Employment Provider Agency _____

Employment Specialist Telephone # _____

This Employability Plan was entered into by the above participant and employment provider. This plan is designed to lead to the earliest possible employment and contains a definite employment goal, attainable in the shortest time period consistent with the employability of the refugee in relation to job openings in the area, meeting the requirements of 45 CFR Section 400.79.



EXHIBIT C7 – EMPLOYMENT AND CAREER LADDERING PLACEMENT FORM

Type: Employment _____ Career Laddering _____ End Date of Previous Employment: _____

Placement Type/#: 1, 2, 3 Self-Placed and/or Part-time Reason (Circle One): Quit, Fired, Laid-off, Promoted

Is this a 90-day follow up? YES _____ NO _____ Date 90-day follow up completed: _____

CUSTOMER NAME: _____ ALIEN # _____

BEGINNING DATE OF EMPLOYMENT: _____ LAST 4 DIGITS SSN: _____
(Or Career Laddering – Effective Date of Job Upgrade)

EMPLOYER: _____ STAFFING AGENCY: YES ___ NO ___

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

POSITION: _____ STARTING SALARY: _____

HOURS PER WEEK: FULL-TIME (35+) _____ PART-TIME (20-34) _____

IS THIS A SEASONAL/TEMPORARY POSITION?
YES _____ NO _____ If the answer is YES: Is the Assignment 6 Months or Longer? YES _____ NO _____

IS CLIENT ACTIVELY WORKING AS OF TODAY'S DATE?
YES _____ NO _____ If NO Date of Termination: _____

ARE HEALTH BENEFITS AVAILABLE? Within 3 Months: _____ 6 Months: _____ NONE: _____

SERVICE PROVIDER	Service Provider Representative	Date

Sections Below not applicable/required for Self-Placements:

Name & Title of Employer Representative (Print)	Employer Email Address
Employer Representative Signature (Or copy of most recent check stub is acceptable with Client Signature)	Date
Client Signature (optional when employer verifies)	Date

Verification for (circle one): Placement #1, #2, #3, Self-Placed, Part-time or 90-day Follow-up **Verification Method Code:** _____
F= Fax, **E=**In person with Employer, **C=** Client Contact with pay stub, **SE=**Scanned Email from Employer or **O=**Other– Specify: _____

NOTE: Only one (1) placement type can be claimed for any client within a 30 Day Period. / **Validation with Employer below N/A for Self-Placements.**

Validated by: _____	_____	_____	_____
Provider QA Staff Name/Signature	Date	Supervisor Signature	Date
Verified with: _____	Method of Verification: _____		
Name & Title of Employer Representative	Telephone No or Email Address		



EXHIBIT C8 – TERMINATION OF EMPLOYMENT CLIENT SERVICES FORM

Date File Closed: _____

Client Name: _____

Reasons for Termination of Client Services:

- 1) Client completed all objectives identified in his/her employability plan and no longer in need of services; Employment clients must have at least one placement or self-placement recorded to be considered service complete;
- 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 thirty days;
- 6) Unsuccessful Closure; client participated but objectives not achieved; or
- 7) Death of the client.

Please provide a closure summary that describes outcome of services, including details of employment status at case closure that support reasons for termination above:

Employment Services Case Manager (Print Name): _____

Employment Services Case Manager (Signature): _____ *Date:* _____



EXHIBIT D – DELIVERABLES

D-1. Service Units.

D-1.1. The Provider shall provide the following service units for the period of March 1, 2020 through September 30, 2020.

D-1.1.1. The Provider shall deliver at least 4 verified CL job placements.

D-1.1.2. The Provider shall deliver at least 576 ELI enrollment during the school year.

D-1.2. Deliverables and minimums for future years will be added via formal contract amendment.



EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 MINIMUM PERFORMANCE MEASURES.

E-1.1 The following performance measures will be reviewed and calculated as indicated for the period March 1, 2020 to September 30, 2020. Failure to meet performance standards may result in corrective action or contract termination as provided in Section 6.2 of the Standard Integrated Contract. Clients who were carried over from prior expired or terminated contracts will be included in the below performance measures.

Quarterly Cumulative Performance Measures (Annual Measures):

- E-1.1.1** **Seventy-five percent (75%)** or more of placed clients shall be employed at the 90-day follow-up.
- E-1.1.2** **Forty-five percent (45%)** of clients with a full-time job placement shall have access to health insurance.
- E-1.1.3** **Forty percent (40%)** of clients participating in CET services shall be employed, in an associated field, within 90 days of completion of the training program.
- E-1.1.4** **Seventy percent (70%)** of CL clients shall receive an increase in salary after initial job placement following completion of training.

Term Performance Measures:

- E-1.1.5** **At least fifty-five percent (55 %)** of ELI courses in which clients are enrolled (and not withdrawn) within a reporting period will result in a completion.
- E-1.1.6** **At least forty-five percent (45%)** of ELI courses completed by clients within a reporting period shall result in a successful completion or a LCP as validated by standardized assessment instruments.
- E-1.1.7** **At least thirty-five percent (35%)** of clients who have earned a successful completion or LCP from a prior term will enroll in the next level of ELI course in the following term.

E-1.2 Description of Performance Measurement Terms.

- E-1.2.1** **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.
- E-1.2.2** **Awaiting job placement.** A client receiving employment services with no recorded job placement from intake up to report starting period.
- E-1.2.3** **Employment Intake.** A client for whom an intake for employment services was conducted within 12 months of the reporting period and the client was included in the carryovers from February 29, 2020 during the prior contract period.
- E-1.2.4** **Follow-up.** The activity of contacting clients or their employer(s) to determine whether clients are employed at any unsubsidized job.
- E-1.2.5** **Job Placement.** The acceptance of unsubsidized full-time employment as a result of a referral from the Provider, or self-placement employment that is not the result of a referral from the Provider.
- E-1.2.6** **Clients with first placements.** A client having the first placement recorded during report period, including self-placements.
- E-1.2.7** **Completion** means that clients are able, according to DOE standards, to take the related standardized test (such as CASAS test) and the results (including course end date and reason) have been entered in RSDS.
- E-1.2.8** **Completion Points:** Point(s) attained representing OCP or LCP or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks.
- E-1.2.9** **Enrollment** means clients have an end date (have not withdrawn) and have an outcome for each course.
- E-1.2.10** **ELI courses;** as defined in **Exhibit A1**, includes ESOL, ESOLAS, English Literacy for Career and Technical Education.



E-1.2.11 Withdrawn includes death of the client, the client has withdrawn from the course within one month of course start date, relocated, or obtained employment and is no longer able to attend the course.

E-1.2.12 RS Population Report. A quarterly report developed by the RS Program to summarize the new population based on arrival data from local resettlement agencies, Florida Department of Health, DCF-ESS, and the Worldwide Refugee Admission Processing System.

E-1.2.13 Successful Completion. Clients who complete a course and attain competencies as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks earning a Pass designation.

E-1.2.14 Stable Housing. Clients indicate on the RS follow-up assessment that their housing situation is stable.

E-2 Performance Evaluation Methodology for the period March 1, 2020 to September 30, 2020.

E-2.1 The calculation of performance measure **E-1.1.1** shall be determined using the following:

# of placed clients employed at 90-day follow-up	≥	75%
# of 90-day follow-ups due to be completed		

E-2.2 The calculation of performance measure **E-1.1.2** shall be determined using the following:

# of clients placed in at least one (1) full-time job with access to health insurance	≥	45%
# of clients placed in at least one (1) full-time job		

E-2.3 The calculation of performance measure **E-1.1.3** shall be determined using the following:

# of CET clients employed within 90 days of completing a training program	≥	40%
# of CET clients who completed a training program		

E-2.4 The calculation of performance measure **E-1.1.4** shall be determined using the following:

# of CL participants who received an increase in salary after initial job placement following completion of training	≥	70%
# of CL participants who received an initial job placement following completion of training		

E-2.5 The calculation of performance measure **E-1.1.5** shall be determined using the following:

# of ELI courses completed by clients (and not withdrawn) within the reporting period that resulted in a completion	≥	55%
# of ELI courses completed by clients (and not withdrawn) during the reporting period		

E-2.6 The calculation of performance measure **E-1.1.6** shall be determined using the following:

# of ELI courses completed by clients within the reporting period that resulted in a successful completion or LCP	≥	45%
# of ELI courses completed by clients during the reporting period		

E-2.7 The calculation of performance measure **E-1.1.7** shall be determined using the following:

# of clients who earned a LCP from a prior term and enroll in the next level of ELI course in the following term	≥	35%
# of clients who earned a LCP from a prior term		

E-3 Performance Measures for future years will be added via formal contract amendment.



EXHIBIT F – METHOD OF PAYMENT

F-1 This is a Fixed Rate/Cost Reimbursement Contract.

F-2 Total Contract Amount. CWS will reimburse the Provider for the delivery of services rendered in accordance with the terms of the Contract and CWS will reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract, up to a Total Contract Amount as outlined in the table below. As funding is based on the availability of funds, the Contract amount may be increased or decreased at any time.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
March 1, 2020 – September 30, 2020	\$270,077.00
October 1, 2020 – September 30, 2021	\$243,069.00
October 1, 2021 – September 30, 2022	\$145,841.00
Total Contract Amount	\$658,987.00

F-3 Service Units.

F-3.1 Fixed Rate (Unit Costs). CWS agrees to pay the Provider for the delivery of all service units verified during the reporting period, at the unit rate outlined in **EXHIBIT F3** and up to a total amount as outlined in the table below. Adjustments to **EXHIBIT F3** may be made without a formal contract amendment, reflecting CWS and Provider's agreement of the price that should be applied. Although based on unit price, this Contract is funded by a federal grant and contract payments must ultimately be based on actual unit costs.

Total Fixed Rate Amount (by budget period)	
Budget Period	Fixed Rate Budget Amount
March 1, 2020 – September 30, 2020	\$257,077.00
October 1, 2020 – September 30, 2021	\$231,369.00
October 1, 2021 – September 30, 2022	\$138,821.00
Total Contract Amount	\$627,267.00

F-3.2 Service Unit Rates. Service unit rates are estimated costs of performance and may be periodically adjusted as appropriate to reflect the cost of performance actually incurred, based on the review by CWS and Provider of the actual expenditure reports submitted by the Provider, provided that the actual expenditure reports reflect a deficit or surplus in operational costs. The service unit rates outlined in **EXHIBIT F3** may be revised without a formal contract amendment, reflecting the CWS and Provider's agreement of the price that should be applied. Payments made to the Provider in excess of the actual costs of providing contracted services will be refunded to CWS in accordance with Section 3.5 of the Standard Contract.

F-3.3 Conditions of Fixed Rate Payment. Service unit costs for the period March 1, 2020 to September 30, 2020. Service units achieved for the purpose of payment during any month shall be based on dates recorded in RSDS by the date specified for data submission as required in Section C-2.5.3.1. of the Contract.

F-3.3.1 Conditions of Fixed Rate Payment for Employment are below:

F-3.3.1.1 Service units achieved for the purposes of payment during any month shall include only verified full-time placements made with both placement and verified dates recorded in RSDS by the date specified for data submission as required in Section C-2.5.3.1 of the Contract based on the Service Unit Fee Table in **EXHIBIT F3**. Only one verified placement can be claimed for any client in any 30-day period.



F-3.3.1.2 The Provider may receive payment for no more than two (2) employment placements per client within a budget year, up to a maximum of five (5) employment placements within the client's 60-month eligibility period. Payment for CL placements are not included in this limit.

F-3.3.1.3 The Provider shall not be reimbursed for self-placements or part-time placements. However, data for self-placements or part-time placements must be entered into RSDS as this impacts performance outcomes.

F-3.3.1.4 CL service unit(s) are payable under the following conditions:

F-3.3.1.4.1 CL assessments must identify client skills set as identified in the individualized CL employability plan; and

F-3.3.1.4.2 CL job placement occurs after the completion of training in the field of study which was included in the CL employability plan; and

F-3.3.1.4.3 CL service units may be paid on a monthly invoice based on the CL Assessment, CL Plan and Service Unit Rate Table in **EXHIBIT F3**.

F-3.3.2 Conditions of Fixed Rate Payment for Adult Education Services are below:

F-3.3.2.1 The Provider shall not be reimbursed for more than three (3) enrollments in a particular level or course by client.

F-3.4 Cost Reimbursement. CWS will reimburse the Provider for allowable expenditures incurred pursuant to the terms of the Contract, up to a total amount as outlined in the table below.

Total Cost Reimbursement Amount	
Category	Cost Reimbursement Budget Amount
March 1, 2020 – September 30, 2020	\$13,000.00
October 1, 2020 – September 30, 2021	\$11,700.00
October 1, 2021 – September 30, 2022	\$7,020.00
Total Cost Reimbursement Amount	\$31,720.00

F-3.4.1 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 F4**) and page-numbered supporting documentation to the CCC.

F-4 Supporting Documentation Requirements.

F-4.1 Fixed Rate. RS will produce the official fixed rate invoice reports and supporting documentation. The Provider shall request payment for each period through the submission of a properly completed invoice (**EXHIBIT F4 – INVOICE**) based on the official fixed rate invoice report produced by RS, which includes a client list and a number of service units rendered list. Although the Provider is not required to submit the invoice with supporting documentation of actual payment of expenses, CWS reserves the right to request verification of expenses at any time. Consequently, the Provider shall ensure expenses are verifiable by maintaining receipts and copies of cancelled checks to support all program expenses.

F-4.2 Cost Reimbursement.

F-4.2.1 Supportive Services. Receipts documenting actual payment of supportive service expenses are required to be maintained by the Provider for all expenses incurred (e.g., bus passes and bus pass distribution, testing, tuition, books, tools, uniforms, recertification, subsidized child care costs, etc.). Sufficient documentation and proof of payment are required for all expenses of this nature. These documents shall be made available upon request for purposes of audit, invoice review and/or inspection by authorized representatives of CWS, the Department, Auditor General, or DFS.



- F-4.2.2 CET Services.** The Provider shall maintain records of all agreements between the Provider and the vocational training vendor, STT vendor, and/or the employer participating in OJT. Supporting documentation for Vocational and STT shall include the names (or unique identifiers) of clients receiving training dates of training, payments/receipts sufficient for an audit trail documenting service provision. Purchases made from outside vendors shall be supported by paid invoices and/or receipts and copies of canceled checks if available. Supporting documentation for OJT shall include the names (or unique identifiers) of clients receiving OJT, 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.
- F-4.2.3 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.
- F-4.2.4 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.
- F-4.2.5 DFS.** DFS reserves the right to require further documentation on an as needed basis.
- F-4.2.6** CWS reserves the right to request additional information from the Provider regarding invoice supporting documentation.

F-5 Invoice Schedule.

- F-5.1 Fixed Rate/Cost Reimbursement.** The Provider shall submit a properly completed invoice for service units and expenses no later than the 15th of each month following the month of service provision. For fixed rate invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the CCC within 75 calendar days of the month of service provision. For cost reimbursement invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the CCC within 75 calendar days of payment of actual costs by the provider or services being rendered, whichever date is later. If the Provider encounters events beyond their control or other extenuating circumstances in meeting invoice deadlines, the Provider shall submit a written request for an extension to the CCC detailing the circumstances. CWS has sole discretion on whether to grant such a request. The final invoice is due 30 days after the Contract ends or is terminated. Charges on the invoice must be accompanied by supporting documentation.
- F-6 Invoice Approval Process.** The CWS' CCC 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 **EXHIBIT C5**. Once approved, CWS will pay the invoice in accordance with Section 215.422, F.S.
- F-7 Budget Revisions.** Budget revisions may be authorized under the terms of this Contract. The Provider must obtain written approval from the CWS' CCC 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:
- F-7.1** The change does not decrease or increase the original dollar amount of the Contract budget;
- F-7.2** There is another line item in the budget from which funds can be shifted without affecting the scope of the work;
- F-7.3** The change does not involve establishing a new line item; and
- F-7.4** If financial consequences are applied to an invoice, a budget revision (**EXHIBIT F5**) will be required to account for the penalties assessed. Budget revisions which do not meet the above conditions will require a properly executed Contract amendment signed by the Provider and CWS. Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.



F-8 Cumulative Actual Expenditure Report. The Provider shall submit a cumulative actual expenditure report (as specified in **EXHIBIT F6**) to the CWS' CCC (30) days following the end of each quarter. The cumulative actual expenditure report shall reflect for each service component:

F-8.1 Line item actual expenditures incurred during the quarter;

F-8.2 Sufficient line item detail by line item (e.g. include actual expenditures under the Personnel line item); and

F-8.3 Line item expenditure projections for the remaining quarter(s).

CWS 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.

Although payment is based on unit rates, this Contract is funded by a Federal grant and Contract payments must ultimately be based on actual costs. If the cumulative actual expenditure report indicates that payments were made to the Provider in excess of the actual costs of providing Contracted services, the Provider may be directed to return funds to CWS.

F-9 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 CWS in accordance with Section 3.5., Overpayments and Offsets, in the Standard Contract. During the final year of the Contract, CWS reserves the right to request quarterly or monthly expenditure reports to monitor the relationship of fixed-rate payments to actual costs. If, in the CWS' 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, CWS may require refunds of such excess as frequently as quarterly.

**EXHIBIT F1 – ADDITIONAL FINANCIAL CONSEQUENCES**

The following financial consequences apply in addition to the Financial Consequences provided in Section 6.1 of this Contract

F1-1. Financial Consequences. For the period March 1, 2020 – September 30, 2020, the Provider shall be assessed financial consequences in accordance with Section 6.1 of the Standard Contract, if the Provider fails to meet the minimum monthly level of service identified in **EXHIBIT D**. CWS will apply financial consequences by deducting the cost per unit for each unmet unit as outlined in the table below.

Service Type	Deliverables	Financial Consequences for unmet units
Employment	Employment Verified Placement	\$125.00 per unmet unit

F1-2. Financial Consequences for future years will be added via Contract amendment.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Adult Education Services
CONTRACT #		CONTRACT AMOUNT:	\$253,975.00
CONTRACT PERIOD:	03/01/2020 - 9/30/22	CONTRACT MANAGER:	Lilliam Sorzano
BUDGET PERIOD:	2/01/20 - 9/30/20	# of Months in Budget Period	8
Personnel			
		% of budget	Estimated Total
A. Personnel		43.88%	\$ 111,433.33
B. Fringe Benefits		14.34%	\$ 36,419.39
C. Other Personnel Services (OPS)		0.00%	\$ -
D. Background Checks		0.00%	\$ -
Personnel Costs Total			\$ 147,853
Travel			
			Estimated Total
E. Staff Travel/Training		0.20%	\$ 507.26
F. Client Transportation		0.00%	\$ -
Travel Costs Total			\$ 507
Expense			
			Estimated Total
G. Office Expenses			
1. Utilities		0.00%	\$ -
2. Telephone		0.00%	\$ -
3. Postage/Shipping		0.01%	\$ 30.00
4. Copies/Printing		0.15%	\$ 373.20
5. Office Supplies		0.13%	\$ 331.32
6. Janitorial Supplies		0.00%	\$ -
7. Building Maintenance & Repair		0.00%	\$ -
8. Equipment Repair		0.33%	\$ 850.00
9. Office Equipment		0.00%	\$ -
10. Security Services		0.00%	\$ -
H. Rental Use of Space		0.00%	\$ -
I. Rental Equipment		0.00%	\$ -
J. Insurance		0.00%	\$ -
K. Advertising/Outreach		0.00%	\$ -
L. Membership Fee/Subscriptions		0.00%	\$ -
M. Client Educational/Training Tools		36.16%	\$ 91,840.00
N. Fixed Price Services		0.00%	\$ -
O. Information Resource Technology		0.04%	\$ 96.00
P. Subcontracted Services		0.00%	\$ -
Q. Subcontracted Client Services		0.00%	\$ -
R. Financial Audit		0.00%	\$ -
Expense Cost Total			\$ 93,521
Direct Costs			
			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)		0.00%	\$ -
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%		4.76%	\$ 12,094.00
Direct Cost Total			\$ 12,094
		100.00%	
Total Contract Budget			\$ 253,974.78
Total Contract Budget Rounded to the Nearest Whole Dollar			\$ 253,975.00



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

Position Title	Salaries			Social Security		Medicare		Health Ins		Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB
Director	71,500.00	90%	8	42,900.00	2,659.80	2,659.80	622.05	622.05	6,232.00	248.00	372.00	64.35	84.35
ELI Coordinator / Data Analyst	46,000.00	100%	8	30,666.67	1,901.33	1,901.33	444.67	444.67	6,232.00	248.00	248.00	46.00	46.00
Student Success Specialist	40,000.00	95%	8	25,200.00	1,562.40	1,562.40	365.40	365.40	6,232.00	248.00	248.00	37.80	37.80
Administrative Specialist (Part-Time)	19,000.00	100%	8	12,666.67	785.33	785.33	183.67	183.67	-	-	-	19.00	19.00
TOTALS	176,500.00	100%	8	111,433.33	6,908.87	6,908.87	1,615.78	1,615.78	18,698.00	18,696.00	744.00	167.15	167.15

Salaries show Broward College cost of living increase of up to 3% to all employees during the contract year.

Position Title	Salaries			Disability Ins		Workers Comp		Retirement/Pension		Totals	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Salary & Benefits Charged to Project
Director	71,500.00	90%	8	42,900.00	85.80	85.80	-	-	3,114.54	3,114.54	13,026.54
ELI Coordinator / Data Analyst	46,000.00	100%	8	30,666.67	61.33	61.33	-	-	2,226.40	2,226.40	11,169.73
Student Success Specialist	40,000.00	95%	8	25,200.00	50.40	50.40	-	-	1,829.52	1,829.52	10,326.52
Administrative Specialist (Part-Time)	19,000.00	100%	8	12,666.67	-	-	-	-	919.60	919.60	1,907.60
TOTALS	176,500.00	100%	8	111,433.33	197.53	197.53	-	-	8,090.06	8,090.06	36,419.39

*Rounded to the nearest dollars
Legend: CTRB - Contribution



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

PERSONNEL NARRATIVE

Director
 The program Director will oversee the execution of the day to day implementation of the program's functions, and courses offered at various Broward College campuses and satellites and other duties such as: Responsible for grant contract's execution including preparing and negotiating budget and deliverables. Preparing and submitting Quality management Plan, Uptake Analysis, Narrative, deliverables and performance, invoice and other required reports. Managing and monitoring program's budget and finances. Monitoring of all the data collected for the purposes of reporting to the state and for internal reports. Communicating and working with departments across Broward College administration and State Officials to ensure successful execution of program functions. Hiring and training of administrative and instructional staff. Developing, maintaining, updating, and overseeing all aspects of curriculum and staff development including instructional assignment, instructional agreements, and standardized assessment management. Managing and supervising ESOL instructors and courses. Establishing and maintaining partnerships with community-based organizations, vocational technical schools in Broward County, employers and other refugee services providers. Creating and coordinating outreach and community engagement opportunities. Assist all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files.

ELI Coordinator / Data Analyst
 ELI Coordinator will be responsible for the coordination of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Serves as the CASAS Administrator, scores, records and communicates all clients' assessment tests results, and coordinates trainings for instructors. Serves as BurlingtonEnglish program administrator: register students, add classes, add instructors, and generate students' progress report; creating course reference numbers and maintaining course and instructor information in the Broward College CID system. Serves as a resource instructor to classroom instructors to enhance their success in meeting students' needs. Monitors and reports instructional hours and student attendance. Responsible for creating and maintaining the Quick reference database, entering required data into the RSDS and CID systems. Responsible for all aspects of data recording and reporting including, but not limited to: creating and maintaining the MS Access - Quick reference database, entering required data into the RSDS, Oracle and CID systems; maintaining the integrity and security of all internal databases including, but not limited to ACCESS database; creating/formatting/updating departmental forms to ensure compliance with state reporting requirements, responsible for the creation/completion/update of student roster for each class, each term in the database and assisting in the registering of students for ELI courses at the beginning of each term (as needed); prepares monthly deliverable and performance reports.

Student Success Specialist
 Responsible for client management from initial registration through the program including, but not limited to: coordinating and managing the internal flow of assigned clients progressing through the program, following up the attendance of active assigned clients every session to ensure a successful completion of classes; recording and maintaining test information such as, form number, type of test and results in electronic active clients' files, performing CID registration for assigned clients each term (biographical and course registration); closing of digital client files based on completion or non-activity; gathering, monitoring, and managing electronic files of assigned clients, including accessing information from other systems and maintaining accurate/updated data, which may include, clients' addresses, phone number and email address among others, staying current with new policies and trends regarding USCIS as they pertain to the program and clients; serving as customer service representative for Project RENEW, and participating in outreach activities. Report data and assist the Budget/Data Analyst. Refers clients who complete the 3rd ESOL and higher course levels to employment and vocational services.

Part-Time Administrative Specialist
 Assists with all aspects of client management including initial registration, assessing clients English level skills for accurate course placement, course enrollment in CID, recording tests scores and maintaining clients' files updated with required documentation, and closing inactive client files. Provides customer service by answering all incoming phone calls to main program line, scheduling interviews, managing the program's general email account, and assisting all walk-in clients. Completes other program administrative duties such as payroll and purchase orders.

FRINGE BENEFITS	
TYPE	DESCRIPTION
Social Security	6.2% Social Security X \$111,433.33 staff salaries= \$6,909.00 (rounded to nearest\$).
Medicare	1.45% Medicare X \$111,433.33 of staff salaries= \$1,615.00 (Rounded to nearest\$)
Health Ins	Health insurance benefits are extended to all full time employees and is calculated at \$9,348.00 per yr. or \$779.00 per month. Health Ins is calculated at \$779 X 8 months per full time employee.
Dental Ins	Dental insurance benefits are extended to all full time employees and is calculated at \$372.00 per year or \$31.00 per month per full time employee. Dental Insurance is calculated at \$31.00 X 8 months per full time employee.
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes; however the current rate is .15% of staff salary.
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .20% of full-time staff (FTEs) salaries.
Workers Comp	Workers comp is provided by the college to all employees.
Unemployment Ins	
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 7.26 % of Staff (FTE) salaries. Total salaries times 7.26% or \$111,433.33 X 7.26% = \$8,090 (Rounded to nearest\$).
Additional Information: The Program Director will be dedicating and charging 90% of the work time to Project RENEW.	



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

C. OTHER PERSONNEL SERVICES (OPS)

D. BACKGROUND CHECKS

E. STAFF TRAVEL & TRAINING ITEM

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	114.4	8	407.26
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage \$				407

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	1	1	1	-
Conferences/Meetings - Professional and Academic	\$ 100.00	1	1	1	100.00
Airfare	\$ -	1	1	1	-
Registration Fees	\$ -	1	1	1	-
Per Diem	\$ -	1	1	1	-
Hotel/Lodging	\$ -	1	1	1	-
Car Rental	\$ -	0	0	0	-
Incidental Expenses	\$ -	0	0	0	-

Subtotal Conference/Meeting Travel and Training \$ 100

***Rounded to the nearest dollar** **Staff Travel & Training Total \$ 507**

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, court, US Citizenship and Immigration Services (USCIS) offices, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.).

Estimated 114.0 miles per month X 0.445 X 8= \$407.26 BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff. Additional Professional development training in conferences, not offered by Broward College, will be made available to all staff including conference registration fee, airfare, lodging, per diem and transportation expenses.

F. CLIENT TRANSPORTATION

Expense Category

G. OFFICE EXPENSES

1. Utilities

2. Telephone

3. Postage/Shipping

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 15.00	1	2	100%	30.00
		1	1	100%	-

Postage/Shipping Estimated Total \$ 30

Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.

4. Copies/Printing

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Business Cards	\$ -	1	1	100%	-
Copying charges	\$ 0.10	467	8	100%	373.20

Copies/Printing Estimated Total \$ 373

Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$373.00.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

5. Office Supplies

Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 41.42	1	8	100%	331.32

*** Rounded to the nearest dollar** **Office Supplies Total \$ 331**
 Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$331.

6. Janitorial Supplies

7. Building/Maintenance

8. Equipment Repair

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Yearly Service Agreement for Scantron Machine	\$ 850.00	1	1	100%	850.00

\$ 3.00 \$ 850
NARRATIVE: Estimated yearly cost of Service agreement for the scantron Machine. The scantron machine is used regularly throughout the semesters for scoring CASAS assessments. Currently, Broward College maintains and repairs the scanners, fax machines, multipurpose machines, printers and other administrative equipment provided by Broward College for the use of Project RENEW staff and instructors at no cost to Project RENEW.

9. Office Equipment

10. Security Services

TOTAL ESTIMATED OFFICE EXPENSES COST \$	1,585
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Expense Category (continued)

- H. RENTAL OF USE OF SPACE**
- I. RENTAL EQUIPMENT**
- J. INSURANCE**
- K. ADVERTISING/OUTREACH**
- L. MEMBERSHIP FEES & SUBSCRIPTIONS**
- M. CLIENT EDUCATIONAL AND TRAINING TOOLS**

Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
ELI - Instructors' Wages	\$ 25.00	422	8	100%	\$ 84,400.00
ELI - Educational Material	\$ 10.00	93	8	100%	\$ 7,440.00
		0	0	100%	\$ -
	\$ -	0	0	100%	\$ -

***Rounded to the nearest dollar** **Client Education and Training Tools Estimated Total \$ 91,840**
 Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, testing fees, CASAS testing supplies/proctors, test scoring equipment/evaluation cost and the distribution and delivery service cost of all materials mentioned to the different areas of the county (north, central, and south) cost and student BC Ids. The proposed budget will cover the following items: ELI instructors wages at an estimated rate of \$25.00 X 422 class hours X 8 months totaling an estimated cost of \$84,400.00 and may include instruction in any of the following types of ELI: ESOL, ELCATE, ESOLAS, WRS, Citizenship and GED. Educational materials total estimated cost = \$7,440.00. Client Educational expenditures may include vouchers and internal scholarships for clients' registration in approved courses.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

O. INFORMATION RESOURCE TECHNOLOGY

IRT Expense	Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
RSDS Connection	\$ 12.00	1	8	100%	\$ 96.00
Computer/laptop maintenance		0	0	0%	\$ -
IRT Estimated Total					\$ 96

Recurring IRT expenditures may include, but are not limited to, costs associated with the access, maintenance or update of any IRT item(s) such as internet access, printer maintenance, computer/laptop maintenance, computer network maintenance, DCF Oracle System access, and SAVE System access.

INDIRECT COSTS

Total Personnel, Travel, and Expenses	\$ 241,880.51	
Indirect Cost Rate	5%	
Indirect Costs Total (less OCO)		\$ 12,094

Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2019-20.

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)

TOTAL BUDGET AMOUNT	\$ 253,975
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EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

PROJECT BUDGET SUMMARY			
PROVIDER NAME:	DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA	TYPE OF CONTRACT:	Vocational & Career Laddering
CONTRACT #		CONTRACT AMOUNT:	\$16,102.00
CONTRACT PERIOD:	03/01/2020 - 9/30/22	CONTRACT MANAGER:	Lilliam Sorzano
BUDGET PERIOD:	2/01/20 - 9/30/20	# of Months in Budget Period	8
Personnel		% of budget	Estimated Total
A. Personnel	8.28%	\$	1,333.33
B. Fringe Benefits	1.26%	\$	203.47
C. Other Personnel Services (OPS)	0.00%	\$	-
D. Background Checks	0.00%	\$	-
Personnel Costs Total		\$	1,537
Travel			Estimated Total
E. Staff Travel/Training	1.99%	\$	320.40
F. Client Transportation	0.00%	\$	-
Travel Costs Total		\$	320
Expense			Estimated Total
G. Office Expenses			
1. Utilities	0.00%	\$	-
2. Telephone	0.00%	\$	-
3. Postage/Shipping	0.49%	\$	79.20
4. Copies/Printing	0.67%	\$	107.20
5. Office Supplies	0.60%	\$	96.00
6. Janitorial Supplies	0.00%	\$	-
7. Building Maintenance & Repair	0.00%	\$	-
8. Equipment Repair	0.00%	\$	-
9. Office Equipment	0.00%	\$	-
10. Security Services	0.00%	\$	-
H. Rental Use of Space	0.00%	\$	-
I. Rental Equipment	0.00%	\$	-
J. Insurance	0.00%	\$	-
K. Advertising/Outreach	0.00%	\$	-
L. Membership Fee/Subscriptions	0.00%	\$	-
M. Client Educational/Training Tools	81.95%	\$	13,195.00
N. Fixed Price Services	0.00%	\$	-
O. Information Resource Technology	0.00%	\$	-
P. Subcontracted Services	0.00%	\$	-
Q. Subcontracted Client Services	0.00%	\$	-
R. Financial Audit	0.00%	\$	-
Expense Cost Total		\$	13,477
Direct Costs			Estimated Total
S. Operating Capital Outlay (>\$1,000.00)	0.00%	\$	-
T. Indirect Costs (based on Personnel, Travel and Expense) is 5%	4.76%	\$	767.00
Direct Cost Total		\$	767
		100.00%	
Total Contract Budget		\$	16,101.80
Total Contract Budget Rounded to the Nearest Whole Dollar		\$	16,102.00



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

Position Title	Salaries			Social Security		Medicare		Health Ins		Dental Ins		Life Ins	
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB
Student Success /PSAV Specialist	40,000.00	5%	8	1,333.33	82.67	82.67	19.33	19.33	9348.00	372.00		2.00	2.00
		100%	8	-	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-	-
Totals	40,000.00			1,333.33	82.67	82.67	19.33	19.33				2.00	2.00

Salaries show Broward College cost of living increase of up to 3% to all employees during the contract year.

Position Title	Salaries			Disability Ins		Workers Comp		Retirement/Pension		Totals		
	Salary	% Charge to Project	Service Months	Total Salary Charge to Project*	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Employer's CTRB	Amt Charge to Project	Benefits Charged to Project	Salary & Benefits Charged to Project
Student Success /PSAV Specialist	40,000.00	5%	8	1,333.33	2.67	2.67	-	-	96.80	96.80	203.47	1,536.80
		100%	8	-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-
		100%		-	-	-	-	-	-	-	-	-
Totals	40,000.00			1,333.33	2.67	2.67			96.80	96.80	203.47	1,536.80

*Rounded to the nearest dollars

Legend: CTRB - Contribution

PERSONNEL NARRATIVE

Complete the Client Assessment information and assess clients' PSAV readiness skills and employability skills. Monitor progress of students pursuing vocational/short term workforce educational training and certificate programs will work with participants and employer partners to provide students with cutting-edge training and earned industry certifications required for employment. Assists clients with work-search activities such as resumé writing or an interviewing workshop. Meet with the student to determine and confirm the student is both placement search ready and job ready prior to any referral, pre-employment requirements for the job opening, including relevant background checks, skills testing, and, references. Assists with all aspects of client management including initial registration, assessing clients' educational level skills for accurate course placement, recording test scores and maintaining clients' files updated with required documentation, and closing inactive client files. Process invoices related to clients' vocational education expenses.

PSAV Specialist

TYPE	DESCRIPTION
Social Security	6.2% Social Security X \$1333.33 staff salaries= \$82.67
Medicare	1.45% Medicare X \$1333.33 of staff salaries= \$19.33
Life Ins	Life insurance coverage is determined by the College's contract and is subject to changes, however the current rate is .15% of staff salary.
Disability Ins	All full-time staff maintain disability coverage. Disability insurance is calculated at .20% of full-time staff (FTE) salaries.
Workers Comp	Workers comp is provided by the college to all employees.
Retirement/Pension	All employees with Broward College are members of the Florida Retirement System (FRS). The college contributions are determined on the FRS system. Retirement is calculated at 7.26% of Staff (FTE) salaries. Total salaries times 7.26% or \$1333.33 X 7.26% = \$96.80 (Rounded to nearest\$).



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

C. OTHER PERSONNEL SERVICES (OPS)

D. BACKGROUND CHECKS

E. 40,000

Mileage	Est. Unit Cost	Est Miles per Month	Months	Total
Mileage - local and regional (within the tri-county limits- Broward, Palm Beach, Miami)	\$ 0.445	90.0	8	320.40
Mileage - statewide (beyond the tri-county limits - Broward, Palm Beach, Miami)	\$ -		0	-
Subtotal Mileage \$				320

Travel and Training	Est. Unit Cost	Est. # of Units/Days	Persons	Trips	Total
Professional Development training	\$ -	1	1	1	-
Conferences/Meetings - Professional and Academic		1	1	1	-
Airfare		1	1	1	-
Registration Fees		1	1	1	-
Per Diem		1	1	1	-
Hotel/Lodging		1	1	1	-
Car Rental	\$ -	0	0	0	-
Incidental Expenses	\$ -	0	0	0	-

Subtotal Conference/Meeting Travel and Training \$ -

***Rounded to the nearest dollar** **Staff Travel & Training Total \$ 320**

All related travel costs including, but not limited to, travel to client outreach sites, locations where service is provided to clients, Refugee Task Force and Subcommittee meetings, local, regional, and national conferences, and parking reimbursements in accordance with Department travel policies and procedures CFOP 40-1 and state statute (s. 112.061, F.S.). Estimated 90.0 miles per month X 0.445 X 8= \$320. BC Project RENEW will charge the current State of Florida approved mileage and allowance rates, and in the event the mileage rates & allowances are increased by the department of financial services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Staff training includes CID systems, computer classes and other professional development courses offered by Broward College at no cost to staff.

F. CLIENT TRANSPORTATION

Expense Category

G. OFFICE EXPENSES

1. Utilities

2. Telephone

3. Postage/Shipping

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Postage/Shipping - various mail & shipping carriers	\$ 9.90	1	8	100%	79.20
		0	0	100%	-
Postage/Shipping Estimated Total \$					79

Postage/Shipping/First class mailing costs include, but are not limited to, student mailings, outreach material, reports, mailing of monthly invoices and all other postage costs necessary for operation of the program. The estimated cost is calculated based on current postage and shipping rates; should the rates increase, an adjustment will be made without the need of a formal contract amendment.

4. Copies/Printing

Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
Business Cards	\$ -		0	100%	-
Copying charges	\$ 0.10	134	8	100%	107.20
Copies/Printing Estimated Total \$					107

Printing expenses may include, but are not limited to business cards, document photocopies, courses listings, and any others copies necessary for the program operation. Estimated cost for printing is approximately \$107.00.



EXHIBIT F2 – PROJECT BUDGET SUMMARY (FFY2020)

5. Office Supplies

Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total
Office supplies	\$ 12.00	1	8	100%	96.00
* Rounded to the nearest dollar					
Office Supplies Total					\$ 96

Office supplies may include, but are not limited to paper, pens, tape, batteries for wireless devices, pencils, staples, staplers, envelopes, usb storage devices and other supplies necessary for the day to day operation of the program. Estimated cost is approx. \$12.00 per month X 8 months.

6. Janitorial Supplies

7. Building/Maintenance

8. Equipment Repair

9. Office Equipment

10. Security Services

TOTAL ESTIMATED OFFICE EXPENSES COST	\$ 282
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Expense Category (continued)

- H. RENTAL OF USE OF SPACE**
- I. RENTAL EQUIPMENT**
- J. INSURANCE**
- K. ADVERTISING/OUTREACH**
- L. MEMBERSHIP FEES & SUBSCRIPTIONS**
- M. CLIENT EDUCATIONAL AND TRAINING TOOLS**

Item or Service	Estimated Unit Cost	Est. # of Units	Est. # of Months	% to Project	Total
Vocational/Industry Certification Cost	\$ 1,000.00	13	1	100%	\$ 13,000.00
Testing Fee	\$ 15.00	13	1	100%	\$ 195.00
	\$ -			100%	\$ -
	\$ -			100%	\$ -
*Rounded to the nearest dollar					
Client Education and Training Tools Estimated Total					\$ 13,195

Client Educational and Training expenditures are incurred while providing direct services to clients. These expenditures include, but are not limited to, books, school supplies, student ids, certification testing fees, Client Educational expenditures may include vouchers and internal scholarships for clients' registration in approved courses. Client vocational/career education expenditures include enrollment and tuition fees into computer skills, technical and vocational courses, certificate programs, and industry certification prep courses. Estimated cost: 13 participants x \$1,000 x 1=\$13,000. Client vocational programs readiness assessment fees (TABE) needed for enrollment in career pathway programs, estimated cost: \$15 per application x 13 clients=\$195.00.

- O. INFORMATION RESOURCE TECHNOLOGY**
- T. INDIRECT COSTS**

Total Personnel, Travel, and Expenses	\$ 15,334.60
Indirect Cost Rate	5%
Indirect Costs Total (less OCO) \$ 767	

Anticipated indirect costs are based on the costs incurred for the common or joint purpose benefiting more than one program, and which cannot be readily assigned to the program benefited. BC's approved indirect cost is at 52% (approved by the US Department of Health and Human Services. BC is only claiming a 5% indirect cost rate of all program cost for this project for FY 2019-20.

U. INFORMATION RESOURCE TECHNOLOGY (NON-RECURRING)	
TOTAL BUDGET AMOUNT	\$ 16,102



EXHIBIT F3 – SERVICE UNIT RATE TABLE

Service Unit Table. For the period of March 1, 2020 through September 30, 2020.

Adult Education	
Service Unit	Unit Rate
Registration	\$ 15.00
Pre-Test/ Post-Test	\$ 15.00
Voucher Cost and Administration	\$ 70.00
Guidance and Retention	\$ 30.00
Enrollment into ELI Level Course	\$ 200.00
Literacy Completion Point (LCP) and/or Pass Payment	\$ 30.00
Refugee Specific Instructional Hours	\$ 35.00
Career Laddering	
Service Unit	Unit Rate
CL Assessment and Plan	\$ 115.54
CL Placement in Career Field	\$ 400.00



EXHIBIT F5 – BUDGET REVISION

Provider name:		REV #:	
Address:		Contract #:	
		Date	
BUDGET REVISION WORKSHEET			
LINE ITEMS	ORIGINAL AMOUNT	REVISIONS	REVISED BUDGET
Personnel			
Fringe Benefits			
OPS			
Background Checks			
Staff Travel & Training			
Client Transportation			
Utilities			
Telephone			
Postage/Shipping			
Copies/Printing			
Office Supplies			
Janitorial Supplies			
Building Maintenance & Repair			
Equipment Repair			
Office Equipment			
Rental Use of Space			
Rental Equipment			
Insurance			
Advertising/Outreach			
Client Education and Training Tools	\$0.00		\$0.00
Information Resourse Technology			
Subcontracted Services			
Subcontracted Client Services			
Financial Audit			
Operating Capitol Outlay			
Indirect Costs	\$0.00		\$0.00
	\$0.00	\$0.00	\$0.00
Contract Manager Approval		Date	



EXHIBIT F6 – ACTUAL EXPENDITURE REPORT

Quarterly/Annual Actual Expenditure Report

Provider:
 Period Ending:
 Service:

Contract No.:
 Fiscal Year:
 Quarter:

	Contract		Quarter 1		Quarter 2		Quarter 3		Quarter 4		YTD		Remaining Budget
	Budget	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Totals	% Total	
Personnel Category													
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. Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
2. Postage/Shipping	-	-	-	-	-	-	-	-	-	-	-	-	-
3. Copies/Printing	-	-	-	-	-	-	-	-	-	-	-	-	-
4. Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
5. Janitorial Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
6. Equipment Repair	-	-	-	-	-	-	-	-	-	-	-	-	-
7. Office Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
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. Career Laddering Services	-	-	-	-	-	-	-	-	-	-	-	-	-
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:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Draw-Down:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Surplus/Deficit:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Amount to be Refunded (if applicable):			\$0.00	*									

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or

Provider Signature _____

Date _____



EXHIBIT F6 – ACTUAL EXPENDITURE REPORT

Quarterly/Annual Actual Expenditure Report

Personnel Category A Personnel B Fringe Benefits C Other Personnel Services (OPS) D Background Checks	Contract		Employment		Vocational Srv		Legal		Adult Education		Youth		Case Coordination		Child Care		YTD		Remaining Budget
	Budget	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Totals	% Total	
	Totals																		
Travel Category																			
E Staff Travel & Training																			
F Client Transportation																			
Totals																			
Expense Category																			
G Office Expenses																			
1 Telephone																			
2 Postage/Shipping																			
3 Copies/Printing																			
4 Office Supplies																			
5 Janitorial Supplies																			
6 Equipment Repair																			
7 Office Equipment																			
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 Information Resource Technology																			
O Subcontracted Services																			
P Subcontracted Client Services																			
Q Financial Audit																			
Totals																			
Indirect Costs Category																			
R Operating Capital Outlay (>1,000)																			
S Indirect Costs (less OCO)																			
Totals																			
Grand Totals																			
Contract Expenditures:																			
Contract Draw-Down:																			
Contract Surplus/Deficit:																			
Amount to be Refunded (if applicable):																			

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.

Provider Signature _____ Date _____



ATTACHMENT 1

The administration of resources awarded by CWS to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, CWS 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 CWS and Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by CWS. In the event CWS determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by CWS regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CWS' CCC, 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 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 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 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to CWS' CCC. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to CWS' CCC 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 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 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 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by Contract number for each Contract with CWS 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 CWS shall be fully disclosed in the audit report package with reference to the specific Contract number.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) 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 CWS' CCC. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to CWS' CCC 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 CWS 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 CWS 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 CWS pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) 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. CCC for this Contract (1 electronic copy)
Lilliam Sorzano
1924 NW 84 Ave
Doral, FL 33126
Email address: LSorzano@CWSGlobal.org

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 CWS 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 CWS 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 CWS.



**ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: Mildred Coyne Date: 3/23/2020

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: Mildred Coyne

Address of Organization: 111 E. Las Olas Blvd
Ft. Lauderdale, FL 33301



ATTACHMENT 3

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 CWS.
- 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 CWS;
- 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 , 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 CWS' Security Officer and the CCC 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 the CCC 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 CWS 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 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by CWS 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 CWS;
- 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 CWS' 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 CWS' 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 CWS 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 CWS 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 CWS with data analyses relating to the health care operations of CWS (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 CWS' knowledge of a material breach by the Business Associate, CWS 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 CWS;
- 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, CWS 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 CWS or, if permission is granted by CWS, 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 CWS or, if permission is granted by CWS, 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.