

MODIFIED 2/22/18 for 4 year plan

Attachment 8.



Local Administrative Plan

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Section I. - Description of the Administrative and Substate Grantee

This plan is for Region # 8. It serves the counties of Baker, Clay, Duval, Nassau, Putnam and St. Johns.

The administrative entity, grant recipient and the designated substate grantee is First Coast Workforce Development, Inc. d/b/a CareerSource Northeast Florida.

Section II. - Financial Management

1. Accounting Procedures

The financial system provides fiscal control by following accounting procedures that are in accordance with generally accepted accounting principles. The revenue and expenditures are maintained on an accrual basis.

An annual budget is the basis for controlling financial operations during the program year. Revenues are recorded when they are collected and/or available to pay liabilities of the current period. Expenditures are recorded in the period in which goods and services are received. Funds expended are charged to appropriate cost categories. Expenditures are tracked by title and then allocated to individual contracts on a first-in, first-out basis. All items of value that are either owned or controlled by FCWD are recorded in the accounting system as assets. Capital assets are recorded as expenditures in the year of acquisition for reporting purposes, but they are recorded as fixed assets and subsequently depreciated on the FCWD's corporate financial statements. Un-liquidated obligations are recorded and reported to the State. These obligations include the amounts of orders placed, contracts awarded and goods/services received, for which payment has not yet been made.

All prepaid items are appropriately safeguarded, managed, tracked and reported. Prepaid items will be tracked on a first-in first-out basis and, as applicable, FCWD will ensure that only a reasonable amount of prepaid items are on-hand.

2. Financial Reports

Monthly financial reports are produced that provide a comparison of actual to budgeted expenditures. These reports also display obligations through the end of the current reporting period and line item budget variances. Monthly budgets and expenditures are allocated to individual subgrants/contracts on a first-in, first-out basis. Additionally, expenditures and obligations are recorded in the State's financial reporting system (SERA) on a monthly basis.

3. Charging of Costs and Cost Allocation

FCWD follows the state approved cost allocation plan.

4. Program Income/Stand-In Costs

If Program Income is earned and expended by FCWD or its subrecipients, it will be deducted from total allowable costs to determine net allowable costs. A subrecipient may retain Program Income if it is used for purposes that are authorized under appropriate laws and regulations and with the pre-approval of FCWD, otherwise it must be deducted from a request for reimbursement of allowable contract costs. If stand-in costs must be used as substitutes for unallowable costs, they will be from the same title, cost category and funding period as the costs they are replacing. Stand-in costs will be documented and accounted for in the same manner as all other costs.

5. Interest

Interest earned amounts up to \$500 per year may be retained for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds.

6. Cash Match and In-Kind Contributions

Contractual matching requirements are budgeted and expenditures recorded in the books of account. Costs that are considered allowable are accepted as match. The financial records of the FCWD include source documentation necessary to disclose providers of match as well as in-kind contribution calculation methodology.

7. Supporting Documentation

The financial records of FCWD include all source documentation necessary to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. Examples of source documents include vouchers, payroll files which include time sheets, travel expense forms, check/direct deposit registers, payroll registers and quarterly payroll reports. Vendor/customer files include approved invoices, contracts, purchase orders, purchase requisitions, copies of checks issued, and any other documentation necessary to support the disbursement of funds.

8. Cash Management

State warrants are wire transferred directly to the FCWD checking account via the Electronic Federal Tax Payment System (EFTPS). FCWD maintains deposits in one interest bearing checking account that is a Qualified Public Depository. The bank account is reconciled on a monthly basis. Cash requirements are forecasted from historical data and from invoices currently being processed, to minimize the time elapsing between receipt of advanced funds and disbursement. All grant information is compiled and reported to the State as required.

9. Payroll Procedures

Payroll data is compiled and processed bi-weekly. The President or Designee initiates all hire authorizations. Documentation of employment will be in the form of either a hire letter or a status change form. Personnel records are maintained in the Human Resource office and only authorized individuals are allowed access.

10. Travel

All requests for approval and payment for travel expenses will be accomplished in accordance with Section 112.061, F.S. and the procedures outlined in the FCWD travel policy. The requirements contained therein apply to all travel whether paid for with State or Federal funds. In addition, the requirements apply whether paid by reimbursement, contractual agreements, or other methods of payment, including payment to a contractor or

volunteer. The authority for the policy is contained in Section 445.007(10), Florida Statutes, which requires FCWD to reimburse standard travel in accordance with rates established in Section 112.061, Florida Statutes, and in compliance with applicable state and federal requirements. Rule 691-42.007, where applicable, has been relied on in drafting this template in compliance with Section 445.007(10), Florida Statutes. Travel expense reports are submitted for travel reimbursements. All allowable expenses, except meal allowances and mileage, are supported by receipts. Travel expense reports require President or Designee approval.

11. Bonding

A fidelity bond in the amount of \$1,000,000 is maintained by FCWD. Subrecipients shall carry an employee fidelity bond on officers, directors, agents, subcontractors or employees authorized to receive or deposit funds or issue financial documents, checks or other instruments of payment of program costs. Bond shall be in the amount of \$100,000 or the highest planned single payment by the FCWD during the contract period, whichever is less. Subrecipients may be required to furnish the FCWD with a copy of their Bonding Insurance Certificate.

12. Audits/Monitoring

Programs are monitored by FCWD internal monitor as well as contracted monitors periodically throughout the fiscal year. An independent financial and compliance audit is conducted annually by a certified public accountant. The audit is procured through competitive procurement in accordance with Federal and Florida Statutes. Proposals are received which are based upon predetermined specifications. FCWD will limit auditor retention to no more than five years, at which time a new qualified auditor will be selected.

Upon completion of the audit, the financial statements and audit reports are presented to management for review. The reports are then presented to the Finance Committee and forwarded to the Board. Within 30 days after completion of the audit, FCWD transmits copies of the audit report to DEO. If the report contains any findings related to the programs, a corrective action plan is prepared and submitted to DEO. This is followed by an audit resolution report detailing all corrective actions taken.

Each non-federal entity that expends a total amount of Federal awards equal to or in excess of \$ \$750,000 in any fiscal year of such non-federal entities shall have an audit performed for such fiscal years in compliance with the Single Audit requirements; 2 CFR 200; and applicable Federal & State audit regulations.

For-profit subrecipients are required to have a Single Audit or program specific annual independent financial and compliance audit conducted and prepared in accordance with generally accepted audit standards. Additionally, the State of Florida, Rules of the Auditor General, Chapter 10.600 states that for-profit organizations that are awarded grants and aids appropriations of \$ \$750,000 or more must produce an audit in accordance with the rules of the Auditor General promulgated pursuant to s. 11.45. In addition, the Single Audit requirements and 2 CFR 200, when applicable. Audit reports must be submitted to FCWD within 30 days after their completion but no more than 180 days after the Contractor's fiscal year end.

If findings exist, the subrecipient must provide written evidence that corrective actions have been implemented within sixty (60) calendar days of the audit's completion. The

administrative office then forwards a written determination to the subrecipient stating whether or not corrective actions are adequate and whether questioned costs will be allowed, subject to State and Federal review. If any costs are disallowed, a debt is established and debt collection procedures are implemented.

13. Debt Collection

The monitoring/auditing system within the administrative office detects most erroneous billings prior to the time funds are disbursed to subrecipients/vendors. If a discrepancy is found after disbursement has been made, it is deducted from the next billing. If a contract has already expired when the discrepancy is discovered or if a debt is established after an audit, a certified letter is sent to the subrecipient requesting reimbursement within 30 days. If the funds have not been repaid at the end of the 30- day period, another certified letter is sent advising the subrecipient that the FCWD's attorney will begin debt collection procedures at the end of the next 30-day period. If the funds are not received by the end of the second 30-day period, the FCWD's attorney is notified and legal proceedings are initiated.

14. Advance Payments

FCWD will allow advance payments to contractors under the following conditions:

- A. The contractor has shown sufficient evidence that they lack sufficient working capital.
- B. The contractor must meet the standards of 2 CFR 200.305 for advances to subrecipients;
- C. Advance payments must meet the standards of 2 CFR 200.305; and
- D. Advance payment is in the best interests of FCWD.

Contracts with providers will clearly define the conditions of advance payment in cases where FCWD ascertains the aforementioned conditions are met. FCWD will maintain close accounting of related expenditures and liquidation to ensure receipt of the contracted goods and/or services.

Section III. - Property Management

Property will be purchased in accordance with FCWD, Inc. purchasing policy.

Property (whose value is \$5,000 or more) will be maintained on a computerized property inventory system by location. New property will be added to the inventory system when it is paid for. The Property Custodian will tag the new item with approved tags with the item number encoded thereon. The property inventory system will be maintained by the Property Custodian. Property records will include all federally required elements to ensure property accountability.

An annual physical inventory of all property will be conducted. When completed, the detail inventory by location will be dated, signed and filed by the Property Custodian in the Administrative Office. If the Property Custodian is changed, a special inventory will be performed at that date.

FCWD will insure that the property inventory system is a standard part of program monitoring and evaluation.

Property will be disposed of in accordance with policies and procedures. Donations of surplus property must be made to certified 501(c)3 or governmental agencies. Records will be maintained for a period of three years after final disposition of property.

A report of the inventory at June 30th will be compiled and transmitted as required on an annual basis.

Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval from DEO.

Capital expenditures for special purpose equipment are allowable as direct costs, provided items with a unit cost of \$5,000 or more have the prior written approval from DEO.

Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval from DEO.

Special arrangements and alterations costs incurred specifically for a Federal award are allowable as a direct cost with the prior approval from DEO.

Title to federally-owned property remains vested in the Federal government and FCWD will follow the requirements as outlined in 2 CFR 200.312.

Title to equipment acquired under a Federal award will vest in the non-Federal entity, subject to the conditions set forth in 2 CFR 200.313.

Equipment will be used by FCWD in the program or project for which it was acquired as long as needed, whether or not supported by the Federal award, and FCWD will not encumber the property without prior approval of the Federal awarding agency. FCWD will follow the requirements as outlined in 2 CFR 200.313.

FCWD will follow the disposition requirements for equipment acquired with federal awards identified in 2 CFR 200.313.

Section IV. - Records Management

FCWD will utilize a centralized state client Management Information System (MIS) for all programs operated under federal and state statute. FCWD will operate in accordance with the requirements of those laws, the State's Program Guide for all Records and Reports, and the State's Division Policy on Accounting and Reporting Requirements for Property.

The MIS will be operated from a Wide Area Network (WAN), hosted at an independent data center offering secure and hardened colocation and disaster recovery services. The dedicated facility provides state-of-the-art security, redundant power systems, and a robust fiber network optimized for performance and speed to a host of demanding customers. Located in Jacksonville, Florida, the company's core infrastructure is rated to withstand hurricane category 5 forces to ensure maximum reliability and peace of mind. The data center is designed to accommodate the changing power density and cooling needs of the colocation market while maintaining consistently superior levels of customer service and support.

While a participant is in training, information from the intake and enrollment forms should be entered by the offsite staff into the State MIS system on a daily basis. The FCWD administrative staff will conduct verification of client eligibility through review which requires an objective substantiation of all information provided. Subsequent status change, termination, and follow-up information will be entered daily electronically or on original forms into the MIS System, and filed with other original records of the participants. Since the FCWD has now invested in a state-of-the-art, document management system, all permanent files will be retained in this system. This system stores these records in secure formats and also utilizes electronic signature verification. In order to protect Personally Identifiable Information (PII), access to this system will be strictly controlled and delete capability will be limited to appropriate management staff only. When and if a file is deleted the audit tracking function within the document management system will retain all relevant information about who deleted the file and when it was deleted. Original documents will not be modifiable. Last, all electronic data will be backed up on a daily basis.

All applicant records will be retained in the document management system by FCWD for a minimum of three years after the completion of the program year in which they were enrolled. A master file of applicant records -- those not enrolled and those declared ineligible -- will be maintained by the administrative entity for a minimum of three years from the application date. Further, if any audit, claim, litigation, negotiation or other action involving records thereto has been started before the expiration of this three year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or till the end of the three year period, whichever is greater. Records will be maintained in the electronic document management system.

Archival cases that have not yet been entered into the document management system may be stored by an offsite custodian. The custodian of offsite storage records shall be designated from FCWD administrative staff. Public Records policy complies with all relevant state and federal public record requirements.

FCWD program staff will prepare regular periodic reports and special information summaries from the MIS data and local information sources to assist FCWD, contractors and staff in tracking program and contractor performance. The results of this procedure will enable the FCWD staff to evaluate the effectiveness of the programs and correct any program deficiencies.

PARTICIPANT REPORTING:

POLICY

It shall be the policy of the FCWD to assure that service providers and FCWD staff timely, collect, and enter all pertinent data in MIS, and report information necessary for quarterly and annual reports made to the State in accordance with the regulations.

BACKGROUND

Federal law that governs FCWD requires that local delivery systems collect data on applicants and participants with respect to their characteristics, eligibility, services and outcomes. To comply with statutory and regulatory requirements information collected must be entered into the State's management information system on a timely basis as eligibility determinations, and services are performed or assigned.

PROCEDURE

1. Staff required to collect, record and enter data relating to participants shall complete forms in accordance with guidance provided by the State.
2. Information shall be entered on a timely basis of any action taken requiring data to be entered or updated with respect to any individual participant or applicant for services.
3. Documentation entered shall be correct and truthful in all regards.
4. Any correction to data after entry shall be supported by case notes or memo explaining the correction by the individual authorized to make the data entry.

SECTION V. - Complaint Policy and Procedures

1. Policy

FCWD will maintain effective and timely complaint resolution procedures to be utilized by a workforce program participant, employee, employers, sub-grantee, subcontractor, or other interested party when filing a complaint alleging violation of administrative and/or service provisions and performance requirements of the Workforce Innovation and Opportunity Act (WIOA), Supplemental Nutrition Assistance Program (SNAP), Welfare Transition Program (TANF/WT), and the Wagner-Peyser (WP) Program.

2. Background and Underlying State/Federal Policy

The WIOA, TANF/WT and SNAP programs require the State, the local areas, and direct recipients of program funds to establish and maintain grievance/complaint and hearing/appeal procedures for handling program-related complaints. The grievance/complaint requirements may vary from program to program.

To simplify instructions and to have a unified format, the following grievance/complaint and hearing/appeal procedures will be essentially the same for WIOA, TAA, SNAP, and TANF/WT workforce programs. Wagner-Peyser procedures will be addressed separately.

3. FCWD Original Grievance/Complaint and Hearing/Appeal Process

A. Overview

i. Any participant or other interested party adversely affected by a decision or action by the local workforce system, including decisions by career center partners and service partners, has the right to file a grievance/complaint with the RWB, with the exception of complaints alleging unlawful discrimination. Discrimination complaints must be filed in accordance with the Department of Economic Opportunity, Office of General Counsel, Discrimination Complaint Procedures. The discrimination complaint procedures are available on line at:

http://www.floridajobs.org/civilrights/docs/Discrimination_Complaint_Procedures.pdf

ii. TANF/WT work activity and support services grievances/complaints shall be filed with FCWD (work activity is defined in Chapter 445, Florida Statutes). Pursuant to 45 CFR 261.56(c)(2) we will inform customers of and provide a fair hearing regarding non-compliance with work requirements. TANF cash assistance eligibility or benefit entitlement grievances/complaints shall be filed with the local Department of Children and Families (DCF) office, the cognizant agency responsible for administering this part of TANF (20 CFR 662.280), except for complaints alleging unlawful discrimination.

iii. Food stamp eligibility or benefit entitlement grievances/complaints shall be filed with the local DCF office (See 7 CFR 271.6 and 273.15), except for complaints alleging unlawful discrimination. The SNAP reimbursement shall be treated as a support service, and grievances/complaints shall be filed with FCWD.

iv. Grievance/complaints, except complaints alleging unlawful discrimination, shall be filed at the State level only when based upon actions or decisions made by the State recipient or administrative entity. Any grievance/complaint filed with an inappropriate entity will be forwarded to the proper entity/agency for action. The entity's/agency's 60-day timeframe to handle the grievance will start upon receipt of grievance/complaint.

v. A grievance may be filed by regular employees regarding displacement by a WIOA, TAA, TANF/WT, or SNAP program participants and by program participants regarding displacement for reasons other than unlawful discrimination. Displacement action prohibitions and available relief specifications are described in WIOA (20 CFR 683.600), TANF (45 CFR 261.70), and SNAP (7 CFR Parts 271 and 273). The filing of all other grievances/complaints alleging, employment, and health and safety violations shall be filed as described in Section I. b., Process for Filing a Grievance/Complaint with RWB. As noted above, discrimination complaints must be filed in accordance with the Department of Economic Opportunity, Office of General Counsel, Discrimination Complaint Procedures.

All local workforce grievances/complaints shall be filed with FCWD using the procedures contained herein. The exceptions are Job Corps grievances/complaints that are processed according to requirements of 20 CFR 670.990.

As specified in Rule 65A-4.205, the DCF has delegated to FCWD the responsibility for TANF/WT work activity non-compliance determinations. This rule is incorporated herein by reference. Additionally, in the TANF State Plan, DCF has assigned to CareerSource Florida Incorporated (CFI) and the Department of Economic Opportunity, Division of Workforce Services (DEO) the responsibility for providing a grievance form to all participants in the program.

B. Process for Filing a Grievance/Complaint with FCWD

Under WIOA, TAA, TANF/WT and SNAP, career center partners, service providers, participants, and other interested parties affected by the local workforce system have the right to file a grievance/complaint. Grievances/complaints that do not allege unlawful discrimination shall be filed using the procedures established herein.

i. FCWD shall receive, review, and attempt to informally resolve the initial WIOA, TAA, TANF/WT, and SNAP grievance/complaint.

ii. If the grievance/complaint cannot be resolved informally, then a hearing shall be held and a decision issued within the required 60 calendar days from receipt of complaint/grievance.

iii. Employment, and health and safety complaints/alleged violations for reasons other than unlawful discrimination will be forwarded to the Department of Economic Opportunity, Division of Workforce Services, or may be mailed directly to the appropriate federal agency as allowed by federal regulation. The last page of Section C has a list of addresses for federal agencies. A copy of the complaint/alleged violation report shall also be mailed to DEO.

C. FCWD Grievance/Complaint Review and Hearing Process

i. Complaint documents must be in writing, providing clear factual specifics upon which the complaint is based, properly signed and appropriately submitted.

ii. Upon receipt at FCWD, complaint documents shall be date-stamped, copied and distributed as follows:

- One copy to the Chief Executive Officer (CEO)
- One copy to the Designee
- One copy to the Equal Opportunity Officer (EOO)

iii. Upon receipt at FCWD, the CEO, the DESIGNEE and the EOO shall conduct a collaborative evaluation, and designate a Hearing Officer within fifteen (15) working days.

iv. The Hearing Officer shall schedule a hearing and notify the grievant/complainant by certified mail, return receipt, at a minimum of fifteen (15) calendar days prior to the hearing. The hearing notice shall advise the following:

- The date, time, and place of the hearing;
- The pertinent sections of the WIOA, TAA, TANF/WT, and SNAP, or any other federal regulations involved;
- Affected parties may present witnesses or documentary evidence at the hearing;
- Affected parties may be represented at the hearing by an attorney or other representative; and
- The parties will receive the decision within 60 calendar days from receipt of the grievance or complaint.

The hearing will be conducted according to the procedures established by FCWD. The Hearing Officer will ensure that the hearing proceeds in an equitable, orderly and expeditious manner. The Hearing Officer may elicit testimony from witnesses without acting as an advocate for any party. The Hearing Officer will ensure that the process, including the contents of the hearing dialogue, is transcribed or has the potential of being transcribed. The Hearing Officer will attempt to negotiate a settlement between the parties any time prior to the conclusion of the hearing.

D. Resolution

i. The Hearing Officer's decision: The Hearing Officer shall issue a written decision within 60 working days of the filing of the complaint. The decision shall be in clear, simple, non-technical language and will include the following information:

- a. Date, time and place of the hearing;
- b. Appearances entered at the hearing;
- c. A statement that the involved parties, their representatives and witnesses were given an opportunity to present oral or written evidence in support of their position;
- d. A clear and concise statement of the issues;
- e. Findings of fact, based exclusively on the evidence of record, and conclusions of law, separately stated;
- f. The decision of the Hearing Officer based on the findings of fact, conclusions of law and evidence introduced at the hearing; and
- g. The procedures by which the grievant may request an appeal.

ii. The Hearing Officer will furnish to all parties a copy of the decision by certified return receipt requested mail or by facsimile, followed by a hard copy.

iii. Failure to accept the certified mailing will constitute a waiver of the right to notice by such means. The Hearing Officer shall thereafter serve the copy by regular mail.

iv. The Hearing Officer will preserve the record of the entire hearing. Any transcription will be done at the initiation and expense of the requester. Any party requesting a copy of the recorded hearing will pay the cost of duplication.

E. Process for Filing an Appeal of FCWD Decision or Lack of Action

Should a decision not be rendered within 60 calendar days of filing the complaint, or if there is an adverse decision, the complainant will be notified in writing that a request for appeal may be made accordingly:

- The appeal should be concise (if possible, not to exceed five pages not including exhibits and attachments) and shall be sent by certified mail (return receipt), to the Department of Economic Opportunity, Office of General Counsel, 107 East Madison Street, MSC 110, Tallahassee, Florida 32399-4128.
- The appeal request shall state the facts, laws, procedures, etc. that the grievant/complainant believes to be relevant for review. The appeal must be filed with DEO within 30 calendar days of receipt of the RWB Hearing Officer's decision or within 30 calendar days after the required 60- calendar day timeframe for FCWD to act has elapsed.
- The request must include the grievant's/complainant's address where official notices will be mailed.

The state can remand the grievance/complaint back to the RWB to hold a hearing or impose other remedies to resolve the grievance/complaint.

F. Finality of Decisions

With the exception of complaints alleging violations of the labor standards under section 143 of the Act, the State of Florida's decision(s) shall be final unless the United States Secretary of Labor exercises authority for federal level review, or the Grievant timely requests a review of the State level hearing action, pursuant to 20 CFR, 627.601, Subpart F.

G. Alternative Dispute Resolution

Nothing contained within this policy shall prohibit pursuit of any rights pursuant to 20 CFR Sections 627.600 through 627.607, (appendix A).

H. Retaliation Prohibited

No person or agency may discharge, or in any other manner discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provisions of the Act or the regulations because such person has filed any complaint, instituted or caused to be instituted any proceedings under or related to the Act has testified or is about to testify in any such proceedings or investigation or has provided information or assisted in an investigation.

Section VI. Complaint Procedures for Wagner-Peyser Employment Service Activities

1. Background/Underlying State and Federal Policy

Federal regulations at 20 CFR Part 658, Subpart E, provide that each state shall establish and maintain an employment service complaint system that includes procedures at the local, State and Federal level for processing these complaints. In addition, any person who believes he or she, or any specific class of individuals, has been subjected to unlawful discrimination in a Wagner-Peyser program (including employees and/or applicants for employment with the agency administering the program) may file discrimination complaints by following the procedures in the DEO Discrimination-Complaint Procedures.

Special handling procedures are required for complaints filled by Migrant and Seasonal Farm Workers (MSFW) that do not allege unlawful discrimination. FCWD will attempt to resolve the MSFW complaint. IF MSFW complaints cannot be resolved within five working days of receipt of complaint by FCWD, the complaint form and copies of all documents in the complaint file are forwarded to the DEO. Complaints alleging unlawful discrimination in the MSFW program may be filed in accordance with DEO.

Federal regulations at 20 CFR 658.415 state that non-ES related complaints (employment, health and safety, etc.) must be forwarded as soon as possible after being received. These complaints shall be sent to DEO, or to the appropriate federal agency with a copy of the complaint sent to DEO.

2. FCWD/One-Stop ES Complaint/Resolution Procedures

Complaints that are related to the Wagner-Peyser employment services that do not allege unlawful discrimination are handled by the career center manager. The manager will maintain a separate file for each complaint and enter the complaint on the complaint log. FCWD will attempt to resolve all ES related complaints. The complaint is resolved when the complainant is satisfied with the outcome; the complainant chooses not to elevate to the next level; or when the complainant has not responded within 20 working days after correspondence has been mailed for ES complaints and within 40 working days for MSFW complaints.

If the ES complaint is not resolved within 15 working days, then the complaint and associated file documents are forwarded to DEO Attention: ES Complaint Coordinator. Within five days after the end of the quarter, the local career center manager will mail the Complaint Logs to the Senior Monitor Advocate at the address included in the MSFW procedures above.

The MSFW complaints involving an allegation of noncompliance with assurances regarding wage and hour law or other employment conditions are to be forwarded to the nearest USDOL Wage and Hour office.

For MSFW violations of Occupational Safety and Health Administration (OSHA) Directives, complaints should be forwarded to the USDOL, Occupational Safety and Health Administration.

The following conditions are identified in 20 CFR 658.501(a) as the basis for discontinuation of services to employers:

- a. Employer submits and refuses to alter or withdraw job orders containing specifications which are contrary to employment related laws;
- b. Employer submits job order and refuses to provide assurances that the jobs offered are in compliance with employment-related laws;
- c. Employer is found through field checks or otherwise to have misrepresented the terms or conditions of employment specified on the job order or to have failed to comply fully with assurances made on the job orders;
- d. The career center is notified by enforcement agency that the employer has violated an employment related law;
- e. Employer, following investigation of complaint, is found to have violated employment service regulations;
- f. Employer refuses to accept qualified workers referred;
- g. Employer refuses to cooperate in field checks; and
- h. Employer repeatedly causes discontinuation proceedings to be initiated.

Nothing included in this procedure precludes a grievant/complainant from pursuing a remedy authorized under another federal, State, or local law.

Criminal fraud and abuse, discrimination, health and safety, and employment, complaints that violate federal laws, regulations, and directives are handled differently than the program related complaints/grievances handled by local and state hearing and appeal procedures.

3. Reporting Criminal Fraud and Abuse

WIOA Section 683.620 describes the process for reporting complaints and/or reports of criminal fraud and abuse. Complaints/reports must be reported immediately to the USDOL Office of Inspector General, Office of Investigations, Room S5514, 200 Constitution Avenue NW, Washington, D.C. 20210.

The complaint or report can also be mailed to the USDOL Southeast Regional Inspector General for Investigations, Office of Investigations, Sam Nunn Atlanta Federal Center, 61 Forsythe Street, SW, Suite 6T1, Atlanta, Georgia 30303 with a copy simultaneously provided to the Employment and Training Administration.

Reports or complaints alleging criminal fraud and abuse may also be reported through USDOL's Hotline at 1-800-347-3756.

A. Background/Underlying State and Federal Policy

Federal regulations at 20 CFR Part 658, Subpart E, provide that each state shall establish and maintain an employment service complaint system that includes procedures at the local, State and Federal level for processing these complaints.

Wagner-Peyser participants may file discrimination complaints against the Department of Economic Opportunity, Division of Workforce Services (DEO) or its employees or complaints alleging discrimination by an employer. Title 29 CFR Part 34, provides the authority for the following:

- a. Complaints involving an employer in another state or another state agency;
- b. Complaints involving more than one office, another One-Stop Center, or statewide system;
- c. Complaints involving the violation of the Job Service Regulations by an office or One-Stop Center;
- d. Complaints involving the violation of an employment related law by an employer; and
- e. Complaints involving a violation of the terms and conditions of a job order by an employer.

Section VII. - Monitoring, Oversight, and Performance Evaluation Plan

The First Coast Workforce Development, Inc. (FCWD) will evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the sub award for purposes of determining the appropriate subrecipient monitoring. FCWD utilizes an oversight, monitoring, and performance evaluation process which includes:

- a. Periodic on-site monitoring visit to ensure programmatic and statutory compliance of all funded programs
- b. Ongoing review and assessments of service providers performances
- c. Periodic independent monitoring for programmatic and fiscal compliance by a qualified certified public accounting firm
- d. Sub-recipients submit the required audit reports in accordance with 2 CFR 200
- e. The following requirements on sub-recipients:
 - Funds shall not be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II for ETA approved funds.
 - FCWD requires an approved federally recognized indirect cost rate or a rate negotiated between the Board and the sub-recipient in compliance with 2 CFR 203.331, or a de minimis indirect cost rate.
 - The sub-recipient will permit FCWD and its auditors access to the sub-recipients records and financial statements, as necessary.

These activities/services are required to fulfill FCWD mandated oversight responsibilities as Region 8 in accordance with the regulation and guidance provided through the federal and state programs it operates.

The monitoring process serves as an outreach tool for both FCWD and its service providers to provide feedback to management through findings and recommendations. The monitoring process will continue to allow the managers/program operators to know what is happening at any given time in the system. This process will also continue to provide "warning signals" of developing problems whereby improvement measures or corrective action can be taken by management in a timely manner.

FCWD will perform monitoring as a regular and systematic review of program activities, administrative systems and management practices to determine appropriateness, effectiveness, and compliance with the terms of the contract, regulations/guidelines and FCWD policies and procedures.

1. Independent Monitoring

An independent certified accounting firm will conduct periodic programmatic, procurement and fiscal monitoring utilizing federal and state monitoring instruments, which outline both programmatic and fiscal compliance and quality improvement factors. The FCWD monitoring contractor will monitor each subrecipient at least once during the Fiscal Year. Monitoring reports identifying findings, observations, and recommendations will be generated at the completion of each monitoring visit. A monitoring schedule will be developed by FCWD staff at the beginning of each program year.

2. Internal Monitoring

Compliance monitoring of program activities and services to participants will be performed by in-house staff. FCWD monitoring staff will "trouble shoot" problems identified through compliance reviews and performance reviews, provide technical assistance during their on-site monitoring visits, issue recommendations for corrective action in their monitoring report(s) and follow-up on the recommendations to ensure that corrective action has been taken properly and expeditiously.

FCWD will be responsible for monitoring program activities and services, management systems, and practices in Region 8 to ensure legal, fiscal, administrative and programmatic compliance. Compliance monitoring will ensure thorough desk review and on-site visits that Service Providers comply with legislative and contractual requirements.

FCWD's monitoring staff will establish a schedule of regular scheduled, as well as periodic on-site monitoring reviews of service providers in Region 8. These visits will be designed to assure any abuses in program operations are immediately identified and eliminated, as well as to prevent any misuse of funds by Service Providers, subgrantees, etc.

Performance monitoring will be conducted to validate actual program performance against performance standards as established in the contract. The results of this review will be used to assess progress toward goals and objectives, to identify existing or emerging problems and to trigger explanations, corrective actions and/or contract actions, as appropriate. Performance monitoring will be conducted through a desk- review and on-site visits. Program Managers will ensure that contract providers submit a monthly report, which after review, will be forwarded to management. This monthly report should clearly indicate progress toward program goals/outcomes.

Staff following their on-site visits will prepare written monitoring reports. The reports will be official records of the administrative entity's staff review of Service Providers' programs at a certain point during the period of performance. The monitoring reports will constitute the basis for future program assessment and make the monitor's findings available for federal, state, and public inspection. The report will provide the background of the program, the follow-up on previous findings, the current findings (positive or negative), and the recommendations (if any) for corrective action with the time line for implementation. Any regular or special review and any technical assistance provided to the Service Provider will also be included in the report.

3. Report and Corrective Action

The monitoring report will be issued within 20 days in order to make the information available for timely consideration and action by the management of both the administrative entity and its service providers. FCWD monitoring staff will follow-up on corrective action recommendations as well as the results of technical assistance which may not necessarily relate to the required corrective action.

Upon receipt of the monitoring report the FCWD President (or Designee) will review the corrective action plans and determine appropriateness of such plans to effectively correct discrepancies noted within reports. If Service Provider and President cannot resolve such issues, the Service Provider may request a hearing before FCWD Board for final resolution.

The Executive Committee will be the deciding body for all discrepancies, which cannot be resolved by the President and Service Providers.

If FCWD determines the Service Providers performance to be unsatisfactory, FCWD may act in any of the following ways:

- a. Requiring corrective action within specific time frames;
- b. Withholding payment;
- c. Disallowing inappropriate claims, payments, or costs;
- d. Terminating or suspending the contract.

Each in-house system, program component/area and service provider will be monitored at least once per program year. The monitoring staff will provide any technical assistance necessary for the expedient implementation of recommended corrective action(s) when program deficiencies and/or noncompliance issues are cited. All corrective action(s) will be satisfactorily completed within 15 to 30 days of notification of the deficiencies and/or violations, and a follow-up monitoring visit will be done to assure the corrective action plan has been implemented.

FCWD will utilize a performance driven cost reimbursement & performance expected contracting system for the award of contracts. Monitoring staff will review/monitor, on a continuous basis, service providers, bidding procedures/process, and property in accordance with the monitoring procedures stated in the Administrative Plan.

The above mentioned description provides FCWD procedures for the monitoring, oversight, and evaluation of systems, program operators, and service providers in Region 8.

Section VIII. Purchasing Guide & Procurement of Services

Staff authorizing and purchasing goods and services are aware of and adhere to 2 CFR 200.403 regarding factors affecting allowability of costs.

Records will be maintained for a three year period after the end of the resulting contracting period to trace each service provider procurement process. These records shall include documentation to explain the rationale for the method of procurement, contractor selection or rejection, cost/price analysis, and the basis for the contract price.

Rationale for Procurement Method. For competitive procurement, the Request for Proposal (RFP)/Invitation to Negotiate (ITN), which describes the procurement process, will be kept on file for each procurement. Rationale for all non-competitive procurement will be documented according to applicable regulations.

Contractor Rejection or Selection. The evaluation criteria will be kept on file for each procurement, including the individual evaluation forms completed for each proposal submitted. Also kept on file will be copies of any correspondence sent to service providers regarding the procurement.

Basis for Contract Price. The service provider proposal, cost price analysis and contract will serve as the basis for documentation of the contract price. Any miscellaneous correspondence regarding proposed costs will also be maintained in the appropriate file.

Sub-recipient/Contractor Determinations. FCWD staff will evaluate the substance of each relationship to determine whether the features represent a contractor or sub-recipient relationship. The Sub-recipient and Contractor Determination Checklist will be completed by FCWD staff in distinguishing between sub-recipient and contractor relationships.

1. Contract Signature Authority

The President, Designee or the Executive Board Chair of the FCWD are the only official individuals authorized to sign and execute contractual agreements and modifications. The President is also authorized to terminate any contractual agreement.

Code of Conduct /Standard of Conduct/Conflict of Interest - award/administration of contracts.

FCWD adheres to the standard of conduct/conflict of interest governing the performance of employees, officers and contractors engaged in the award and administration of contracts as prescribed by the Florida Commission on Ethics, Guide to the Sunshine Amendment and Code of Ethics for Public Officers.

No staff, regular or temporary, or authorized agent, FCWD board member or officer shall bid to provide service, participate in or cast a vote in the selection of or in the award of a contract if a conflict of interest, real or apparent, is involved. Such a conflict would arise when the individual (employee, agent, FCWD member or officer), or any member of the individual's immediate family, the individual's partner, or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm or organization selected for award.

No employee or authorized agent, FCWD member or officer shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to any sub-agreement.

Control for conflict of interest is exercised through the FCWD's procurement process. Proposals are evaluated by a team of staff using a point system based on evaluation criteria published in each Request for Proposals/Invitations to Negotiate or sealed bids, with recommendations submitted to the Executive Board or full Board of Directors for funding levels in excess of \$500,000.

Board of Directors Contracting Rules

In accordance with CareerSource Florida Inc. (CFI) guidance (*Modifications to Workforce Florida Inc. Contracting Policy*, May 2012) (CFI Contract Guidance), FCWD will not enter into a contract with one of its own Board members, with an organization represented by its own Board member or with any entity where a Board member has any relationship with the contracting vendor/sub-recipient.

At the Board's discretion, the following may be exempted from the above paragraph:

- a) A contract with an agency (as defined in Florida Statute 112.312[2], including, but not limited to, those statutorily required to be board members) when said agency is represented by a Board member and said member does not personally benefit financially from such contracts;
- b) A contract with a Board member or a vendor (when a Board member has any relationship with the contracting vendor) when the contract relates to the member's appointment to the board under Pub. L. No. 113-128, ("Workforce Innovation and Opportunity Act").
- c) A contract with a member receiving a grant for workforce services under Federal, state or other governmental workforce programs.
- d) A contract between a Board and a Board member which is not exempted under paragraphs (a), (b) or (c) where the board documents exceptional circumstances and/or need and the Board member does not personally benefit financially from the contract. Based upon criteria developed by CFI, the Florida Department of Economic Opportunity shall review the Board's documentation and assure compliance.

Each contract which is exempted from the general prohibition in the paragraph above must meet the requirements set forth in the Workforce Innovation and Opportunity "conflict of interest" provisions.

Rules Regarding Contracting with a Board Member Definitions:

"has any relationship with the contracting vendor" means the member is an owner or a principal of the vendor, or a principal of the vendor has retained the member, or the parent organization or subsidiary of a corporate principal of the vendor has retained the member or a member's known relative or member's business associate is an owner of the vendor. For purposes of this policy, vendor, contractor and sub-recipient are the same.

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

Additional definitions are in Part I (Definitions) of CFI Contracting Guidance.

The Board must comply with all requirements of section 445.007, Florida Statutes, prior to contracting with a Board member or other person or entity that could benefit financially from a contract (as defined above). These requirements are:

- a) All contracts between FCWD and a Board member or other person or entity who may benefit financially from a contract (as defined above) must be approved by a two-thirds vote of the Board when a quorum has been established and the approval of such contracts shall not be delegated to staff or committees. The Board member who abstains from voting due to conflict of interest will not be counted towards the quorum.
- b) The fact that a Board member or other person or entity could benefit financially from the contract (as defined in the CFI Contract Guidance) must be disclosed in the meeting, and made part of the minutes of the meeting before the vote is taken. The Board member's absence from the meeting does not relieve the Board from the disclosure and 2/3 vote requirements. All other known conflicts must be disclosed before the vote. If a board member or employee discovers a conflict of interest after the vote, then the conflict must be disclosed in a procedure consistent with section 112.3143(4)(b), Florida Statutes. Board members who could benefit financially from the contract or who have any relationship with the contracting vendor (as defined in the CFI Contract Guidance) must abstain from voting on the contract. A Board member's designee cannot vote in the place of a Board member who is required to abstain.
- c) Board contracts (i.e., contracts with Board members) equal to or

greater than \$25,000 shall not be executed prior to the written approval of CFI.

- d) FCWD must submit all contracts equal to or greater than \$25,000 with Board members or other persons or entities who could benefit financially from the contract to the Department of Economic Opportunity ("DEO") along with documentation, as specified by CFI Contract Guidance, demonstrating compliance with section 445.007, Florida Statutes.
- e) A contract under \$25,000 between FCWD and a member of the Board or between a relative of a Board member or of an employee of the Board is not required to have the prior approval of CFI but must be approved by a two-thirds vote of the Board, a quorum having been established, after full disclosure with the member's abstention and must be reported to DEO and CFI within 30 days after approval.
- f) Contracts with a Board member or other persons or entities who could benefit financially from the contract (as defined the CFI Contract Guidance) in which the Board is receiving monies or other compensation (such as a Board member paying rent to the Board or paying for Board services) are exempt from this policy.
- g) The term "contract" includes the initial contract and all amendments, renewals, or extensions. Renewals or extensions of contracts with a Board member or persons or entities who could benefit financially from the contract must be approved under the same procedure as if the renewal or extension were an original contract. Any amendments to a contract which could benefit financially a Board member or another person or entity (as defined in the CFI Contract Guidance) must be approved under the same procedure as if the amendment were an original contract. Any amendments which do not benefit financially a Board member or other person or entity (as defined the CFI Contract Guidance) may be approved by a regular majority vote where there is a quorum according to Board rules and/or bylaws.
- h) All other requirements of section 445.007(1) must be met. For example, a Board member must continue to disclose any conflict of interest in a manner that is consistent with the procedures outlined in section 112.3143, Florida Statutes.
- i) In order to comply with the requirements of section 445.007, FCWD shall advise and require Board members to disclose known conflicts of interest and notify the Board of any contracts which may benefit them personally. In order to comply with the requirements of section 445.007, FCWD shall advise and require all parties to a contract to disclose all known conflicts of interest and notify the Board of all Board members or other persons or entities known to benefit financially from the contract (as defined

the CFI Contract Guidance).

- j) A contract which is initially subject to the requirements of section 445.007 due to a Board member's, an employee's or another person's or an entity's conflicts of interest at the time of approving the contract is not subject to these procedures after the departure of the member from the Board membership, the departure of the employee from FCWD's employ or other actions have removed the conflicts of interest.
- k) The above requirements do not eliminate or diminish the Board's obligations to comply with the Workforce Innovation and Opportunity "Conflict of Interest" procedures.

Required documentation

For each contract equal to or greater than \$25,000, FCWD must electronically submit after the Board's approval of the contract a completed contract information form certified by the Board chair as correct and true to workforcecontract.review@deo.myflorida.com containing the following information:

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

2. Purchase Thresholds

The following monetary thresholds have been established by FCWD for procurement of goods and services for which the aggregate cost is \$150,000.00 or less. These Small Purchases do not require a formal request for proposals or bids

- a) Micro-purchases – purchases of \$3,500 or less may be awarded without soliciting competitive quotations if FCWD considers the price to be reasonable. To the extent practicable, the micro-purchases will be distributed equitably among qualified

suppliers.

- b) Purchases of \$3,500.01 - \$24,999.99 shall require a minimum of two written quotes, which shall be attached to the purchase requisition or included in the procurement file for that purchase as appropriate. If the lowest priced item is not purchased, there shall be a written justification included in procurement file.
- c) Purchases of \$25,000.00 - \$150,000 shall require at least three written quotes, which shall be attached to the purchase requisition or included in the procurement file for that purchase as appropriate. If the lowest priced item is not purchased, there shall be a written justification included in procurement file.

A cost or price analysis will be made and documented in the procurement file in connection with every purchase in excess of the Simplified Acquisition Threshold. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.

FCWD will identify the portion of membership dues in associations (Economic Development, Chambers, etc.) that are spent on political activities (lobbying) and, for this portion of the dues, either deduct from the payment or utilize unrestricted funds to eliminate any possible appearance of contributing to lobbying activities, which is strictly unallowable per 2 CFR 200.

Sole Source Procurement:

Examples of when sole source procurement may be used is when:

- a) There is an immediate danger to the public health, safety or welfare, or where FCWD will suffer substantial loss related to delays incident to competitive bidding. A contractor/supplier may be selected without following standard procedures due to the nature of the emergency. If possible, it is recommended that at least two quotes are received, but this is not required. The procurement will be awarded based upon the contractor/supplier's capability and availability to handle the emergency to immediately alleviate any danger or concern; or
- b) Only one supplier has the unique capacity to provide the goods or services required; or
- c) Solicitation results in inadequate competition; or
- d) Other solicitations described in Section III.

All sole source procurements will be justified in writing and approved by the President.

Sole Source justification documentation may contain the following:

- a) A description of the goods or services required.
- b) Justification for sole source-sole supplier, emergency or unique capacity.
- c) Description of emergency or problem and where it exists.
- d) Description of the proposed supplier's unique capacity to fill requirement.
- e) Description of actions taken to get one or more quotes.

- f) Any other documentation that supports the recommendation and decision.

Annually, FCWD shall submit a request to the state to purchase items requiring prior approval in accordance with 2 CFR 200 and Prior Approval Administrative Policy for Workforce Boards issued by DEO (DEO Policy 87). For the remaining items that require prior approval and are not on the Annual Prior Approval Form, FCWD will complete and submit the "Prior Approval Request Form" prior to incurring expenditures.

3. Method of Procurement

The purchase of goods and services is conducted in an open manner with competitive pricing, proper management and oversight controls to ensure finance accountability and efficiency and to prevent waste, fraud and abuse.

Purchases over \$150,000 will be publicly advertised and a formal solicitation will be issued.

FCWD will maintain a list of previous and prospective proposers who have asked to be included on the proposer/bid list for various types of goods and services. FCWD will ensure all prequalified lists of persons, firms, or products which are current and potential bidders will not be precluded from qualifying during the solicitation period. Qualified small and minority businesses and women's business enterprises will be included on solicitation lists.

Solicitations for goods and services shall provide for all of the following:

- a) Clear and accurate descriptions of the goods or services being procured. The description must not contain features that restrict competition.
- b) All requirements that must be fulfilled and all other factors used in evaluating bids or proposals.
- c) Technical requirements described in terms of functions to be performed or performance required, including a range of acceptable or minimum acceptable standards.
- d) Specific features of -brand-name or equal descriptions, if included in the solicitation.
- e) If procuring goods or certain types of services, the acceptability of metric measurements.
- f) Preference for ecologically sound and energy-efficient products.
- g) Experience, qualifications, and capacity.
- h) Cost.
- i) Timeliness.
- j) Evaluation process and criteria.
- k) Assurances and certifications.
- l) Appeal process.

To the extent practicable, service providers for Region 8 will be selected competitively in accordance with the standards established in Federal Circulars governing the financial operation of FCWD. Non-competitive or sole source procurement shall be minimized, but may be authorized if justified.

Upon receipt of proposals by the published deadline, FCWD staff will review, rate and prepare summary recommendations for the FCWD Executive Board for funding levels in excess of \$500,000.

Contracts for all programs will be either cost reimbursement/performance expected or fixed unit price, with documentation required for each. The cost-plus-percentage-of-cost method of contracting should not be used. Profit may be built in, at a rate of no greater than 10% of the whole, for private-for-profit service providers. Contracts can be renewed on a year-to-year basis, up to the period identified in the original procurement. Renewal will be based on a review of the effectiveness of services delivered and continued cost being within the original price analysis.

Where possible, FCWD will utilize federal, state and local government approved contracts and SNAPs agreements for the purchase of equipment, goods and services or use of common or shared goods and services. When possible, FCWD uses Federal excess and surplus property in lieu of purchasing new equipment and property.

All procurement contracts and other transactions between FCWD and units of state or local governments using WIOA funds must be conducted only on a cost reimbursement basis. No provision for profit is allowed. Any excess of revenue over costs incurred for services provided by a governmental or non-profit entity must be included in program income.

FCWD will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.

Costs or prices based on estimated costs for contracts are negotiated using the Federal cost principles.

The following contractual services and commodities are not subject to the competitive sealed bid requirements of this section:

- a) Artistic services.
- b) Academic program reviews.
- c) Lectures by individuals.
- d) Professional services to include Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services, monitoring, evaluative and consulting.
- e) Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration.
- f) Services provided to persons with mental or physical disabilities by not-for-profit corporations which have obtained exemptions under the provisions of s. 501(c)(3) of the United States Internal Revenue Code or when such services are governed by the provisions of 2 CFR 200. However, in acquiring such services, the agency shall consider the ability of the contractor, past performance, willingness to meet time requirements, and price.
- g) Medicaid services delivered to an eligible Medicaid recipient by a health care provider who has not previously applied for and received a Medicaid provider number from the Agency for Health Care Administration. However, this exception shall be valid for a period not to exceed 90 days after the date of delivery to the Medicaid recipient and shall not be renewed by the agency.
- h) Family placement services.
- i) Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations. However, in acquiring such services, the agency shall consider the ability of the contractor, past performance, willingness to meet time requirements, and price.

- j) Training and education services provided to injured employees pursuant to Florida s. 440.49(1).
- k) Services or commodities provided by governmental agencies.
- l) Continuing education events or programs that are offered to the general public and for which fees have been collected that pay all expenses associated with the event or program are exempt from competitive sealed bidding.
- m) If less than two responsive bids or proposals for commodity or contractual services purchases are received, FCWD may negotiate on the best terms and conditions. FCWD shall document the reasons that such action is in its best interest in lieu of re-soliciting competitive sealed bids or proposals.

4. Selection of Service Providers

FCWD will take necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible; including dividing total requirements of the procurement action, when economically feasible, into smaller tasks or quantities to permit maximum participation and establishing delivery schedules, where the requirements permit, which encourage participation by small and minority business and women's business enterprises.

The primary consideration in the selection of service providers shall be the effectiveness of the agency or organization in delivering comparable or related services based on demonstrated performance, in terms of the likelihood of meeting performance goals, cost, quality of training, and characteristics of customers.

Consideration shall be given to proposals submitted by public educational agencies and community based and minority organizations; however, this consideration shall in no way prevent the FCWD from choosing alternative organizations to provide services.

Requirements and other factors used in the proposal evaluation process for submitting a bid will be outlined in each Request for Proposal/Invitation to Negotiate or sealed bid. Factors used in the proposal evaluation process will include, but not be limited to:

- a) Demonstrated ability, including consideration as to whether the organization has adequate financial resources or the ability to obtain them.
- b) A satisfactory record of integrity, business ethics and fiscal accountability.
- c) Necessary organizational experience, accounting and operational controls.
- d) Programmatic design.
- e) Reasonableness of cost.

Ability to Perform. A determination will be made by staff and the Board of whether a potential service provider has the means and resources to operate the proposed program.

Record of Past Performance. Requests for Proposals/Invitations to Negotiate include a questionnaire, which must be included with each proposal, on the agency background and administrative ability. In the evaluation of proposals, points are awarded based on previous experience and success in operating the same or similar employment and training activities.

Technical and Financial Resources. The FCWD staff will analyze service provider technical and financial resources. A copy of the proposer's most recent audit is required for those proposing organizations that have not contracted with the FCWD or demonstrated satisfactory performance within the past two years.

Controls for Avoiding Duplication of Services. FCWD reviews all proposals in order to reduce duplication of facilities or services available in the area.

5. Reasonableness of Cost

In Region 8, the reasonableness of cost for goods and services is determined by different criteria such as:

- a) Comparison of competitive price quotations.
- b) Comparison of prior quotations and contracts with current quotations for the same or similar training.
- c) Analysis of services or products offered.
- d) Comparison of prices on published price lists with published market prices of commodities, together with discount schedules.
- e) Comparison of proposed prices with independent estimates of cost developed within Region 8 (cost price analysis).

As part of the proposal review, FCWD staff will evaluate the reasonableness of cost/price for the program. This analysis is done using a cost and price analysis worksheet that analyzes each cost based on units, amounts, rates, or other. Items impacting program cost may include such factors as complexity of the service to be performed, the risk borne by the service provider, the target population to be served and length of training.

A cost or price analysis will be performed with every service provider procurement action in excess of the Simplified Acquisition Threshold, to include modifications, as described above.

6. Procurement Files

All documentation detailing the historical process of a specific procurement action will be maintained in a procurement file and maintained for a minimum of three years after the end of the contract.

Procurement records and files for purchases in excess of the small purchase threshold shall include the following at a minimum: (a) Basis for contractor selection; (b) Justification for lack of competition when competitive bids or offers are not obtained; and (c) Basis for award cost or price.

A procurement file for Request for Proposals (RFP) / Invitations to Negotiate (ITN) and Request for Quotes (RFQ & sealed bids) will be maintained in the fiscal office. FCWD will utilize the Grievance Policies as detailed in Section V of the Administrative Plan for all procurement protest procedures.

7. Contract Management

The contract manager will provide ongoing oversight, technical assistance, and quality assurance. Each contractual agreement requires the contractor to submit monthly reports and monthly requests for payment, with supporting documentation. The contract manager will review these reports, to determine if the contractor is performing in accordance with the contractual agreement, and to identify corrective measures to be taken, if required.

Contract Program Status Report. Contract program status reports are to be produced monthly and will provide a narrative/summary describing key contract activities and expenditures during the reporting period. The contract manager will compare program performance against contract goals. The contract manager will also initiate any required technical assistance training.

Monthly Request for Payment. Each monthly request for payment will include a summary of line item costs expended during the reporting period. The report will include general ledger detail, and applicable supporting documentation to justify expenditures, (such as copies of payroll registers reflecting allocation of staff time, salary, and benefit payments). The report may also include copies of paid invoices/receipts for all equipment, supply, and service purchases; and other justifications supporting cost allocations within the line item budget. Each contractor is required to maintain all supporting documentation on file for easy access by the contract manager, monitor, or other authorized parties.

8. Contract Files

A separate contract file will be maintained for each individually awarded contract, and will contain documentation of all actions relating to the administration of the contract. Contract files will be maintained for a minimum of three years after the close out of the contract. Each contract file will contain, at a minimum, the following documentation:

- a) Original signed and executed copy of the contractual agreement to include statement of work and all attachments.
- b) Original signed and executed copy of all approved contract modifications, if applicable.
- c) Original signed and executed copy of all approved change orders, if applicable.
- d) Copy of initial proposal submitted by the awarded contractor.
- e) Copies of monthly requests for payments, program status reports, and records of staff review/actions.
- f) Appropriate records of written communications between contractor and staff during the life of the contract.
- g) Contract closeout report, upon completion of the contract.

A contract modification, authorized by the President, will be required when adjustments to contract such as: statement of work, contract amount, term or total performance are made.

9. Contract Closeout Report

Each service provider agreement requires contractors to provide FCWD with a contract closeout report and program income report, if applicable, within 45 days after expiration of contract. The close-out report will summarize all contract expenditures during the contract, as well as provide an inventory of all property purchased under the contract which is valued at \$5,000.00 or more. The contract manager will review the report before final payment is issued to contractor.

Section IX. - Sarbanes-Oxley Act of 2002

FCWD strives to ensure it and its service providers afford good stewardship over the program funds awarded to the organization. We encourage customers and service provider staff to bring to the attention of any appropriate FCWD authority or the USDOL Office of Inspector General, Office of Investigations any actions that they feel is a situation on fraud or abuse by service provider contractors. FCWD will notify the Department of Economic Opportunity (DEO) along with the USDOL Office of Inspector General, Office of Investigations of any allegation of fraud or abuse.

The FCWD and its contractors are prohibited from punishing or taking any retaliatory actions against any employee who reports suspected cases of fraud or abuse.

FCWD and its contractors are also prohibited under threat of criminal prosecution from altering, covering up, falsifying, or destroying any document that may be relevant to an official investigation.

