

PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
AND
ADULTS MANKIND ORGANIZATION, INC.

This AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Office of the Attorney General, (the AGENCY), an agency of the State of Florida with headquarters located at the Capitol, PL01, Tallahassee, Florida, and Adults Mankind Organization, Inc. (the CONTRACTOR) located at 4343 West Flagler Street, #300, Miami, Florida 33134. This AGREEMENT shall bind the parties upon its execution by their representatives.

WHEREAS, the 2008 regular session of the Florida Legislature appropriated to the AGENCY a sum of money to be used for the special category of "GRANTS AND AIDS-MINORITY COMMUNITIES CRIME PREVENTION PROGRAM" and CONTRACTED SERVICES; and

WHEREAS, the CONTRACTOR has the expertise necessary to provide minority communities crime prevention programs in the State of Florida.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

The AGENCY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services set forth below. The CONTRACTOR understands and agrees that all services contracted are to be performed solely by the CONTRACTOR and may not be subcontracted or assigned without the prior written consent of the AGENCY.

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR agrees to perform the fourth phase of services as described in "Attachment A".

ARTICLE 3. TIME OF PERFORMANCE

This AGREEMENT shall begin upon execution and shall continue until June 30, 2009.

ARTICLE 4. COMPENSATION

(1) The AGENCY agrees to pay the CONTRACTOR for fees and costs at a flat rate of \$239,986.00. Full payment of the \$239,986.00 is contingent upon 100 percent 4th quarter release by the Governor's Office. The monies shall be upon execution after the AGENCY receives an invoice. The CONTRACTOR will provide the AGENCY with a report of all activities during the contract period.

(2) The AGENCY is exempted from payment of Florida state sales and use tax and Federal Excise tax. The CONTRACTOR, however, shall not use the AGENCY's Tax exemption number to secure any materials or services. The CONTRACTOR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this AGREEMENT.

(3) The CONTRACTOR shall not pledge the AGENCY's credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(4) Payment for services shall be issued in accordance with the provisions of §215.422, Florida Statutes.

(5) Pursuant to §215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman, to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the State Financial Services Hotline, 1-800-642-2762.

(6) In accordance with the provision of §287.0582, Florida Statutes, the AGENCY's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature.

ARTICLE 5. DOCUMENTATION

(1) The CONTRACTOR shall invoice the AGENCY upon final signature for compensation under this AGREEMENT. Invoices for all fees or other compensation for services or expenses must be in accordance with §287.058(1)(a), Florida Statutes. All invoices shall be submitted to Karen Shepherd, General Services, Office of the Attorney General, PL01 The Capitol, Tallahassee, Florida 32399-1050.

(2) The CONTRACTOR shall retain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report (pursuant

to Article 8) is issued, and shall allow the AGENCY or its designee, access to such records upon request. The CONTRACTOR shall ensure that audit working papers are made available to the AGENCY or its designee, upon request for a period of five years from the date the audit report is issued, unless extended in writing by the AGENCY.

ARTICLE 6. PUBLIC RECORDS

All documents prepared pursuant to this agreement are subject to Florida's Public Records Law.

ARTICLE 7. EMPLOYMENT

The employment of unauthorized aliens by the CONTRACTOR is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

ARTICLE 8. AUDITS

The administration of funds awarded by the AGENCY to the CONTRACTOR may be subject to audits as described in this part. This part is applicable if the CONTRACTOR is a non-state entity as defined by Section 215.97(2)(I), Florida Statutes.

(1) In the event that the CONTRACTOR expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the CONTRACTOR must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. ARTICLE 4, to this agreement indicates the amount of state financial assistance awarded through the AGENCY by this agreement. In determining the state financial assistance expended in its fiscal year, the CONTRACTOR shall consider all sources of state financial assistance, including state financial assistance received from the AGENCY, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

(2) In connection with the audit requirements addressed in this part, the CONTRACTOR shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2),

Florida Statutes, and Chapter 10.550 (local government entities) or 10.650 (nonprofit and for-profits organizations), Rules of the Auditor General.

(3) If the CONTRACTOR expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the CONTRACTOR expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of an audit must be paid from CONTRACTOR funds obtained from other than State entities).

(4) For information regarding the Florida Catalog of State Financial Assistance (CSFA), the CONTRACTOR should access the Florida Single Audit website located at <https://apps.fldfs.com/fsaa/> or the Governor's Office of Policy and Budget website located at <http://www.ebudget.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/Welcome/index.cfm>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.fldfs.com> and the Auditor General's Website <http://www.state.fl.us/audgen/pages/flsaa.htm>.

ARTICLE 9. AUDIT REPORT SUBMISSION

(1) Copies of the financial reporting packages required by Section 215.97, Florida Statutes, shall be submitted by or on behalf of the CONTRACTOR directly to each of the following:

- (a) The Office of the Attorney General, Office of the Inspector General:
PL-01, The Capitol
Tallahassee, Florida 32399-1050
- (b) Audit Director
State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(2) Any reports, management letters, or other information required to be submitted to the AGENCY pursuant to this agreement shall be submitted timely in accordance with Florida

Statutes and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(3) The CONTRACTOR should indicate the date that the financial reporting package was delivered to the AGENCY in correspondence accompanying the financial reporting package.

ARTICLE 10. REPORTS

(1) The CONTRACTOR shall provide the AGENCY quarterly performance reports, which describe the services provided including related activities and accomplishments of the CONTRACTOR during the quarter as represented in Attachment "A." The quarterly performance reports as required must be completed and received by the AGENCY no later than July 15, 2009.

(2) The CONTRACTOR's performance report will contain fourth phase statistics covering roughly one quarter of the following performance measures for each participant. The AGENCY understands that these measures are designed for services over a one year period, however the contract period covers only the second three months of the goals.

- (a) 100% of enrollment goal, which is 530 participants.
- (b) 100% of the enrolled participants will be considered at-risk youths, ages 15-21.
- (c) 100% of enrolled will receive life skills and employability skills training.
- (d) 80% (424 participants) will be placed;. 204 participants will have direct placement, and 220 participants will receive work experience.
- (e) 80% of all participants will improve social values, and increase their personal pre-employment skills as measured by the pre-test, post-test, and progress evaluations (work experience component).
- (f) 80% of all participants will increase their employer performance as measured by employer's progress reports (work experience component).

ARTICLE 11. MONITORING

(1) In addition to review of audits, monitoring procedures may include, but not be limited to, on-site visits by OAG staff, and/or other procedures. By entering into this agreement, the CONTRACTOR agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the OAG. The CONTRACTOR further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial

Officer or Auditor General. The OAG may perform at least one on-site visit during the term of this contract.

ARTICLE 12. TERMINATION OF AGREEMENT

(1) The AGENCY may terminate the AGREEMENT for its convenience or cause by giving five (5) days written notice by registered mail to the CONTRACTOR, specifying the effective date of termination. If this AGREEMENT is terminated, the CONTRACTOR shall be reimbursed for services satisfactorily performed subject to any damages sustained by the AGENCY.

(2) Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this AGREEMENT by the CONTRACTOR.

ARTICLE 13. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 14. INDEPENDENT CONTRACTOR

The CONTRACTOR, and any of its employees, agents, or assigns, are independent contractors and not employees or agents of the AGENCY.

ARTICLE 15. LIABILITY

The AGENCY shall not assume any liability for the acts, omissions or negligence of the CONTRACTOR, its agents, servants, and employees, nor shall the CONTRACTOR disclaim its own negligence to the AGENCY or any third party.

The CONTRACTOR shall maintain, during the period of this AGREEMENT, a professional liability insurance policy for the professional services to be rendered.

ARTICLE 16. NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

ARTICLE 17. ADMINISTRATION OF AGREEMENT

1. All written and oral approvals referenced in this AGREEMENT must be obtained from the parties' contract administrators or their designees. The OAG's contract administrator is Karen Shepherd.

2. All notices must be given to the parties' contract administrator.
3. This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 18. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

ARTICLE 19. SPECIAL CONDITIONS

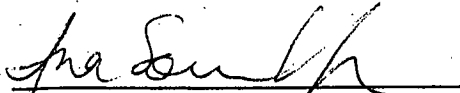
(1) The CONTRACTOR agrees to permanently refrain from using or mentioning its association with the AGENCY in advertisements, letterhead, business cards, etc. The CONTRACTOR'S service to the AGENCY may be generally stated and described in the CONTRACTOR'S professional resume. The CONTRACTOR may not give the impression in any event or manner, that the AGENCY recommends or endorses the CONTRACTOR.

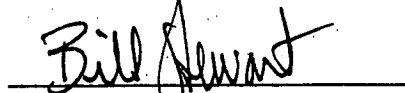
(2) All contacts with the news media pertaining to the subject of this AGREEMENT shall be referred to the AGENCY contract administrator.

ARTICLE 20. APPLICABLE LAW AND VENUE

This Agreement shall be governed by the laws of the state of Florida. Any and all litigation arising under the AGREEMENT shall be instituted in the appropriate court in Leon County, Florida.


IN WITNESS WHEREOF, the Office of the Attorney General and Adults Mankind Organization, Inc. have executed this AGREEMENT.


Adults Mankind Organization, Inc.


Bill Stewart
Deputy Chief of Staff

4/6/09
Date

4/1/09
Date


FID Number

K01708

(If the contractor does not have an FEID number, a Social Security Number is required in order to establish a vendor file in which to facilitate payment for services rendered).