

**WORKFORCE SERVICES  
CONTRACT BETWEEN THE  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
YOUTH CO-OP, INC.**

TH, SEP 28 2017 AM 11:06

AWARDING AGENCY  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

PASS THROUGH:	
DEPARTMENT OF ECONOMIC OPPORTUNITY	
CFDA	FAIN
WIOA Youth: 17.259	AA-28310-16-55-A-12

**AWARDING OFFICIAL CONTACT INFORMATION**

Name: Rick Beasley  
Title: Executive Director  
Telephone Number: (305) 929-1500  
Date of Notice: June 29, 2017

**CONTRACTOR**

**Youth Co-Op, Inc.**  
3525 NW 7<sup>th</sup> Street  
Miami, Florida 33125  
DUNS Number: 150482404

**TITLE OF CONTRACTOR'S PROGRAM**

**"Youth Program: In-School (Monroe)"**

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CONTRACT AMOUNT:

**\$115,758.00**

INDEX CODE NUMBER:

**21706**

CONTRACT NUMBER:

**WS-YS-ISY-PY'17-06-00**

CONTRACT PERIOD:

**July 1, 2017 – June 30, 2018**

**ARTICLE I**

**INTRODUCTION AND CONDITIONS PRECEDENT**

**A. PARTIES TO CONTRACT**

This Contract is made and entered into by and between the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB" and **Youth Co-Op, Inc.**, hereinafter referred to as the "Contractor." This Contract establishes a sub-recipient, contractual, independent contractor relationship between the SFWIB and the Contractor in which the Contractor accepts substantial financial and programmatic responsibilities for the use of federal, state, and, if applicable, local funds. In consideration of the mutual obligations and covenants and other good and valuable consideration, the parties to this Contract agree as follows below:

**B. EFFECTIVE TERM**

The term of this Contract shall commence upon **July 1, 2017** and terminate at the close of business on **June 30, 2018**.

**C. TOTAL PAYMENT**

Subject to the availability of funds to the SFWIB, the maximum amount payable for services rendered under this **cost reimbursement and performance-based Contract** shall not exceed **\$115,758** as set forth in the table below.

The total Contract amount consists of Cost Reimbursement Award, Work Experience Wages and Incentives Holdback, as defined in **Exhibit D, Payment for Performance** attached. **The Cost Reimbursement Award shall not be utilized to pay staff incentives; only the Holdback shall be utilized to pay for staff incentives and other operating costs as set forth in Exhibit D, Payment for Performance** attached hereto and incorporated by reference as if fully set forth herein. Both parties agree that if funding available to the SFWIB is reduced, for any reason, the amount payable under this Contract may be reduced at the option and sole discretion of the SFWIB.

<b>IN-SCHOOL (Miami-Dade)</b>	<b>WIOA Youth</b>
Cost Reimbursement Award	\$83,432
7% Incentives Holdback	\$6,280
Work Experience (WFMS)	\$26,045
<b>Total Contract Amount*</b>	<b>\$115,758</b>

**D. STATEMENT OF WORK**

The Contractor agrees to render services in accordance with **Exhibit A, Statement of Work**, attached hereto and incorporated by reference as if fully set forth herein.

The Contractor shall implement the **Statement of Work** set forth in **Exhibit A** in a manner deemed satisfactory to the SFWIB, at the sole discretion of the SFWIB. Any modification to the **Statement of Work** shall not be effective until approved, in writing, by the SFWIB.

**E. CONDITIONS PRECEDENT**

The Contractor shall provide to the SFWIB, prior to commencement of performance under this Contract, the following documentation:

1. Articles of Incorporation and Corporate By-Laws (If Applicable).
2. Board of Directors Requirements. The Contractor shall ensure that the Contractor's Board of Directors or governing body is apprised of the fiscal, administrative and contractual obligations of the services funded through the SFWIB by passage of a formal resolution authorizing execution of the Contract with the SFWIB.
3. Certificate of Corporate Status, if a Corporation. The Contractor shall submit to the SFWIB a certificate of status in the name of the Contractor, which certifies the following: that the Contractor is organized under the laws of the State of Florida or another state; that all fees and all penalties fees, related to filing of registration, re-instatement, renewal, etc., have been paid; that the Contractor's most recent annual report has been filed; that Contractor's status is active; and that the Contractor has not filed Articles of Dissolution with the State of Florida or another state.
4. Limited Liability Company (LLC) Affidavit (If Applicable).
5. Financial and Compliance Audit. The Contractor is required to have performed an annual certified public accountant's opinion and related financial statements in accordance with the single Audit Act Amendments of 1996 and compliance with the State of Florida requirements and 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 The Contractor is required to submit an original or electronic copy of the Audit Report within the time line specified in 2 CFR Chapter II, Subpart F, § 200.512 (a).

## F. INSURANCE

1. The Contractor shall provide to the SFWIB, prior to the execution of this Contract, Certificates of Insurance or written verification (binders) required under this Section or as determined by the SFWIB after review of the **Statement of Work, Exhibit A**. The SFWIB shall not disburse any funds until the SFWIB is provided with the necessary Certificates of Insurance or written verification (binders) and the SFWIB has approved such documents. Such insurance policies shall be in the amounts indicated below:
  - a. Commercial General Liability Insurance - \$1,000,000 aggregate; \$1,000,000 per occurrence. For individuals who provide professional services, including consultants, commercial general liability coverage in the amount of the Contract or \$50,000 whichever is greater. This insurance shall be secured on a comprehensive basis to include contingent liability in an amount that ensures that the Contractor is protected against any suits. The SFWIB shall be the certificate holder and also be named as an additional party insured with respect to this coverage.
  - b. Automobile Liability Insurance
    - i. For all vehicles owned, leased, or hired by the Contractor, which are utilized in connection with the services provided under the terms of this Contract, Auto Liability Insurance is required in the single limit amount of not less than \$500,000. The endorsement of Personal Injury Protection (PIP) shall be added.
    - ii. Non-owners Auto Liability Insurance shall be required if any personal vehicles are utilized by employees for official use in connection with the services provided under the terms of this Contract. Non-owners auto liability insurance shall be required regardless of whether or not the employee requests mileage reimbursement.
    - iii. As to personal vehicles owned by employees of the Contractor which are not owned by the Contractor but are utilized in connection with the services provided under the terms of this Contract, auto liability insurance shall be required in the single limit amount of not less than \$300,000. PIP shall be added as an endorsement.
  - c. Worker's Compensation Insurance coverage must be provided for all employees of the Contractor as required by Chapter 440, Florida Statutes.
  - d. Worker's Unemployment Compensation Insurance shall be secured for each person employed by the Contractor in a manner and amount which is in accordance with federal and state laws.
  - e. Fidelity Bonding Insurance. The Contractor shall provide fidelity bonding for all staff persons as follows:
    - i. Directors, Officers and staff persons who are authorized by the Contractor to account for property, authorize expenditures, request reimbursements, sign justification packages, receive or deposit funds into program accounts, issue financial statements, checks or other instruments of payment for program costs, sign checks on behalf of the agency, personally receive checks from the SFWIB, or otherwise handle funds.
    - ii. The requirement in item "i." above shall be fulfilled through the purchase of a blanket fidelity bond. If a blanket fidelity bond cannot be purchased then a position fidelity bond shall be purchased. If neither a blanket fidelity bond nor a position fidelity bond can be obtained then each person shall be individually bonded for the full amount of bonding

required by this Section.

iii. The amount of the bond, whether issued through a blanket fidelity bond, position fidelity bond or individual fidelity bond, shall be equal to the following amount:

- For Contractors that shall be submitting reimbursement/justification packages during the fiscal year, the amount of the Fidelity Bond shall be secured in the amount of \$50,000, or one-fourth (1/4) of the total amount of the funds allocated to the Contractor for all SFWIB programs which are operated by the Contractor, whichever is lower.
- The Certificate should also include a statement which names the SFWIB as the Loss Payee for any claim involving the SFWIB funds or as trustee of the bond or as an Additional Insured.

2. All insurance policies required herein above shall be issued by companies authorized to do business in the State of Florida, with the following qualifications:
  - a. The company shall be rated not less than "B" as to management, and not less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Inc., Oldwick, New Jersey, or its equivalent, subject to the approval of the SFWIB;
  - or
  - b. The company shall hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized to Do Business in Florida," issued by the State of Florida Department of Insurance and shall be a member of the Florida Guaranty Fund.
3. Modification and Changes. The Contractor shall notify, in writing, the SFWIB of any changes in insurance coverage, including, but not limited to, any renewals of existing insurance policies, not later than ten (10) days prior to the effective date of the changes.

Upon review of the Contractor's **Statement of Work, Exhibit A**, the SFWIB may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Contractor to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by the SFWIB prior to any such decrease, waiver or modification.

4. In the event that an insurance policy is cancelled during the effective period of this Contract, the SFWIB shall withhold all payments from the Contractor until a new Certificate of Insurance is submitted and approved by the SFWIB. If the Contractor fails to secure the required insurance as a result of such cancellation within ten (10) calendar days after the effective date of cancellation, the SFWIB may forthwith terminate this Contract. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy.
5. The SFWIB may require the Contractor to furnish additional and different insurance coverage, or both, as may be required from time to time pursuant to applicable federal or state laws. Provision of insurance by the Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the SFWIB may have against the Contractor for any liability of any nature or of any kind related to performance under this Contract or otherwise.

## G. LICENSING

The Contractor shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurance, permits and accreditations, required by the State of Florida, by Miami-Dade County, if providing services in Miami-Dade County, or by Monroe County, if providing services in Monroe County, the local municipality where the services are being provided, by the SFWIB and the federal government. Failure to provide the foregoing items to the SFWIB within thirty (30) days of written request by the SFWIB may result in the SFWIB's immediate termination of this Contract.

## H. LEVEL 2 BACKGROUND SCREENING REQUIREMENT

The SFWIB requires and Contractor agrees to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances or Miami-Dade County resolutions (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

Laws include, but are not limited to the National Child Protection Act (NCPA) of 1993, as amended, and as implemented by sections 943.0542, 984.01(2), Chapters 39, 402, 409, 394, 407, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time. The Contractor agrees to perform background screening through the Florida Department of Law Enforcement (FDLE), Volunteer & Employee Criminal History System (VECHS) program.

The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must satisfactorily complete and pass a **Level 2** background screening prior to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Statement of Work, Exhibit A.** Contractor shall furnish the SFWIB with proof that the employees, volunteers and subcontracted personnel who will be working for Contractor on this Contract satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

The **Level 2** background screening shall include, but is not limited to, fingerprinting for statewide criminal history records checks through the Florida Department of Law Enforcement (FDLE) and nationwide criminal history records checks through the Federal Bureau of Investigation (FBI), and may include local criminal records checks through local law enforcement agencies.

- The Contractor shall not hire persons that have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction for any offense prohibited under any of the provisions of section 435.04, Florida Statutes.
- The Contractor shall not hire persons that may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in Chapter 414, Florida Statute, relating to public assistance fraud or Chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in section 741.28 Florida Statute, whether such act was committed in this state or in another jurisdiction.

The Contractor shall make the decision to hire or retain persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by section 435.04, Florida Statutes or other applicable law.

Any current employee, volunteer, or subcontracted personnel with criminal history information described above and as outlined in section 435.04, Florida Statutes shall immediately cease working in any SFWIB-funded program. The Contractor, employees, volunteers and subcontracted personnel must comply with sections 943.0585(4) and 943.059(4), Florida Statutes or other applicable law. Contractor's failure to immediately terminate an employee, volunteer or subcontracted personnel for failure to comply with sections 943.0585(4) and 943.059(4), Florida Statutes or other applicable law and report said termination to the SFWIB is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

It is the responsibility of the Contractor to ensure that each current employee, volunteer, or subcontracted personnel working in any SFWIB-funded program provides an **attestation**, subject to penalty of perjury,

declaring compliance with the qualification requirements for employment pursuant to Chapter 435, Florida Statutes, and agreeing to inform the employer immediately if arrested for any offense while employed by the employer.

It is the responsibility of the Contractor to provide the SFWIB an **Affirmation/Acknowledgement Form, Attachment 1, not later than September 30, 2017**, as set forth in **Exhibit E, Reporting Requirements**, which confirms the background screening, was completed for all current employees, volunteers and subcontracted personnel. The Form must include the names of all person(s) screened, date of screening, and what employment decision was made by the Contractor. The Contractor shall ensure during the hiring process all prospective employees, volunteers and subcontracted personnel submit to a **Level 2** background screening as specified above.

The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel. Background screening results are exempt from public records and, therefore, must be maintained accordingly in a secured and access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall make available all records to the SFWIB in accordance with **Article III, Section H, Audit, Inspection and Access to Records**, of this Contract.

If the Contractor fails to furnish the SFWIB with proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee, volunteer or subcontractor working or volunteering for Contractor on an SFWIB-funded program, the SFWIB shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the SFWIB.

The **Level 2** background screening records shall be retained as required herein in accordance with **Article III, Section I, Records Retention**, of this Contract. From the initial Level 2 background screening date, and every five (5) years, and upon re-employment or employment in a new or different position, until cessation of employment, volunteerism, or doing any work for the Contractor, the Contractor shall ensure each employee, volunteer and/or subcontractor that is retained from a previous contract period undergoes this background screening process.

Even if applicable law would otherwise permit, as a provision of this Contract, the Contractor agrees it shall not hire any persons or permit any persons to begin work or to volunteer or to remain employed, volunteering, or performing any work for the Contractor related to this Contract and the work set forth in the **Statement of Work, Exhibit A** without submitting proof of satisfactory completion of Level 2 background screening to the SFWIB.

If the Contractor is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB, the Contractor may elect to have SFWIB arrange to have the background screening conducted to ensure compliance with the SFWIB's Level 2 Background Screening requirements as found herein. The Contractor will be responsible for reimbursing SFWIB within thirty (30) days the full cost of all investigations initiated on behalf of the Contractor. In the case of persons hired or volunteering on or after **September 30, 2017**, not later than thirty (30) days after the effective date of employment or volunteerism.

## **I. EMPLOYMENT ELIGIBILITY VERIFICATION**

Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Contractor to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and
2. Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

**E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify.

The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

If Contractor does not have an E-Verify MOU in effect, Contractor must **enroll in the E-Verify system prior to hiring any new employee** after the effective date of this Contract.

The Contractor shall maintain evidence of the use of the E-Verify system in the employee's personnel file. The Contractor shall maintain a personnel file for each staff person funded under this Contract in accordance with the SFWIB's Policies and Procedures, state and federal laws.

#### **J. IMMIGRATION REFORM AND CONTROL ACT**

The Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

#### **K. ANTI-NEPOTISM**

Section 112.3135, Florida Statutes, shall apply to the Contractor and its employees as this statute applies to a public official or agency.

The Contractor shall follow the provisions of section **112.3135, Florida Statutes:**

1. With respect to individuals employed through the contracted program. This means the Contractor shall not appoint, employ, promote, or advance or advocate for appointment, employment, promotion, or advancement, in or to a subsidized position in the Contractor's business entity any person who is a relative of the Contractor.
2. Prohibited services to the Contractor's staff or staff's relatives. The Contractor shall not provide workforce services that include, but are not limited to employment and/or training services to any person who is a relative of the Contractor or Contractor's staff.

The definitions below are incorporated and made a part of this policy.

"Contractor" means the Contractor or employee of the Contractor in whom is invested the authority to appoint, employ, promote or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in the Contractor's business entity.

"Relative" means an individual who is related to the Contractor as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

#### **L. CERTIFICATION OF CONDUCT**

The Contractor shall comply with all federal, state and local laws related to conflict of interest, nepotism and criminal and fraudulent activities.

## M. CODES OF CONDUCT

The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.

The Contractor agrees to comply with the Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. The Contractor shall set and/or adopt standards of conduct which describe obligations under Section 2-11.1 et al. and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

## N. GRATUITIES

The Contractor agrees that the Contractor shall not accept a gift from, offer to give, or give any gift to any **SFWIB member, SFWIB employee, SFWIB approved Training Vendor**, or to any **family member** of an SFWIB member, SFWIB employee, or SFWIB approved Training Vendor.

The term "family member" includes, but is not limited to father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter and domestic partner.

The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, food, beverage, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

Violation of this provision will constitute a breach of this Contract. In addition to any other remedies available to the SFWIB, any violation of this provision will result in referral of the Contractor's name and description of the violation of this term to the State of Florida, Department of Management Services for the potential inclusion of the Contractor's name on the suspended vendors list for an appropriate period. This provision will survive the Contract for a period of two (2) years.

## O. CODE OF BUSINESS ETHICS

The Contractor shall comply with Sec. 2-8.1 of the Code of Miami-Dade County requiring contractors to adopt a Code of Business Ethics. The Contractor shall adopt the Greater Miami Chamber of Commerce Model Code of Business Ethics or a similar code and shall submit a **Code of Business Ethics Affidavit, Exhibit B**, attached hereto and incorporated herein by reference as if fully set forth herein stating the Contractor has adopted a Code that complies with the requirements of Sec. 2-8.1 of the Code of Miami-Dade County.

**END OF ARTICLE I**



## ARTICLE II

### GENERAL CONDITIONS

#### A. **ADHERENCE TO THE TERMS AND CONDITIONS OF FORMAL SOLICITATION**

The Contractor understands and agrees to adhere to the standards and requirements established under the SFWIB's formal solicitation for this Contract and Contractor's proposal pursuant to which this Contract was awarded and funded and said formal solicitation and Contractor's proposal are both incorporated herein by reference as if fully set forth in their entirety. In the event Contractor's proposal conflicts with the terms and conditions set forth in this Contract, the terms and conditions in this Contract shall prevail and control.

#### B. **APPLICABLE LAWS**

The Contractor shall comply with all applicable federal, state and local laws and regulations, including those of the Workforce Innovation and Opportunity Act (Pub. L. 113-128) and Temporary Assistance to Needy Families (TANF) (as presently in effect and as same may be amended from time to time during the term of this Contract) as well as all applicable SFWIB directives, policies and procedures, in the implementation of the terms and conditions of this Contract or modifications thereto.

The Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 74 and/or 45 CFR Part 92 and/or 29 CFR Part 97 and/or 20 CFR Part 600 *et seq.*, and/or 20 CFR Part 667, Subpart B, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR Parts 260-265, and all other applicable federal regulations.

#### C. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The Federal Funding Accountability and Transparency Act (FFATA) is an Act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

Definition. "Data Universal Numbering System (DUNS) number," means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities. A non-Federal entity is required to have a DUNS number in order to apply for, receive, and report on a Federal Award. (2 CFR §200.32)

The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the SFWIB within thirty (30) days after the change, so an appropriate modification can be issued to update the data on the contract.

#### D. **SELF-ASSESSMENT**

The Contractor agrees to complete an annual **Self-Assessment Tool, Exhibit C**, attached hereto and incorporated by reference as if fully set forth herein, and shall provide the documents set forth as **Attachment A** of the Self-Assessment Tool to the SFWIB's Office of Continuous Improvement (OCI) not later than thirty (30) calendar days after the execution of this Contract as set forth in **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein. Failure to submit the Self-Assessment Tool within the required time frame shall result in the SFWIB withholding payment.

#### E. **TERMINATION**

Termination without Cause. The SFWIB may terminate this Contract without cause by providing thirty (30) days prior written notice to the Contractor. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the

effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profits incurred as a result of said termination.

Termination due to the Lack of Funds. In the event that funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB may terminate this contract upon no less than twenty-four (24) hours' notice, in writing, to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

Termination for Default and Circumstances Beyond the Contractor's Control. The SFWIB may terminate this Agreement for default and circumstances beyond the Contractor's control including, but not limited to, labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the parties.

In the event of termination of this Contract under this provision, neither party will be responsible for failure or delay in performance of this Contract and the failure or delay in performance will not result in any additional charge or costs, under this Contract, to either Party. The Party seeking termination of the Contract under this provision shall provide immediate notice of termination to the other Party. In no event shall notice be provided later than thirty (30) days of the occurrence triggering termination.

#### **F. BREACH OF CONTRACT**

A non-exhaustive list of breaches of this Contract is as follows:

1. The Contractor fails, in whole or in part, to provide the services set forth in the **Statement of Work, Exhibit A;**
2. The Contractor fails, in whole or in part, to maintain staffing in accordance with **Article III, Section N** of this Contract;
3. The Contractor ineffectively or improperly uses the SFWIB's funds provided to the Contractor under this Contract;
4. The Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement;
5. The Contractor fails to submit the documentation required under **Article I, Section E** of this Contract in accordance with the time periods set forth therein;
6. The Contractor does not furnish the Certificates of Insurance as required under **Article I, Section F** of this Contract or as determined by the SFWIB;
7. The Contractor does not furnish proof of licensure or certification as required under **Article I, Section G** of this Contract;
8. The Contractor fails to comply with the background screening and/or provide proof that the background screening was completed as required under **Article I, Section H** of this Contract;
9. The Contractor fails to comply with the Gratuities provision set forth in **Article I, Section N;**
10. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II, Section J** of this Contract;
11. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II, Section K** of this Contract;
12. The Contractor refuses to allow the SFWIB full access to records or refuses to allow the SFWIB to monitor, evaluate and review the Contractor's services and programs;
13. The Contractor fails to comply with Incident Reporting for abuse, neglect, or exploitation of a child, aged person, or disabled adult as required under **Article III, Section R** of this Contract;
14. The Contractor fails to take reasonable measures to protect and secure data pertaining to personal information in electronic form as required under **Article III, Section L** of this Contract;
15. The Contractor fails to comply, in whole or in part, with **Article III, Section L, Information Security Obligations;**

16. The Contractor fails to take reasonable measures to protect and secure personal and confidential information as required under this Contract and any applicable local, state or federal laws and regulations;
17. The Contractor does not submit or submits incomplete or incorrect required reports or proof of compliance with reporting requirements as required by this Contract;
18. The Contractor fails to respond and/or provide documentation to any of the SFWIB's request within specified due dates, after three (3) written requests by the SFWIB;
19. The Contractor fails to correct deficiencies discovered during a monitoring, evaluation or review by the SFWIB and/or any governmental body acting within the scope of its jurisdiction within the time period specified by the SFWIB and/or the governmental body;
20. The Contractor fails to submit, or submits incorrect or incomplete proof of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
21. The Contractor fails to submit an invoice as set forth in **Article IV, Section J**, in accordance with the time periods set forth therein;
22. The Contractor fails to comply with the **Work Experiences Expenditure Requirement** set forth in **Article IV, Section M**;
23. The Contractor unlawfully discriminates under any of the laws of the United States of America, State of Florida, or of Miami-Dade County, if providing services in Miami-Dade County, or of Monroe County, if providing services in Monroe County;
24. The Contractor fails, in whole or in part, to cooperate with the SFWIB and Partners of the SFWIB in the implementation of any Memorandum of Understanding (MOU) entered into between the SFWIB and any Partner;
25. The Contractor fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the SFWIB or any of its agencies or instrumentalities;
26. The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Contract; and
27. The Contractor fails to maintain and ensure its compliance, as applicable, with federal, state, and local laws, which includes, but is not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Contract or any other contractual agreement the Contractor has with the SFWIB.

Waiver of breach of any provisions of this Contract by the SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of the terms of this Contract.

#### **G. BREACH OF CONTRACT: SFWIB REMEDIES**

If the Contractor breaches this Contract, the SFWIB may pursue any or all of the following remedies:

1. The SFWIB may terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, the SFWIB may: (a) request the return of all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Contractor with the SFWIB's funds under this Contract; (b) seek reimbursement of the SFWIB's funds awarded to the Contractor under this Contract; and (c) terminate or cancel any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such termination, in addition to the SFWIB's attorneys' fees;
2. The SFWIB may suspend payment, in whole or in part, under this Contract by providing written notice to the Contractor of such suspension and specifying the effective date thereof. All payments to the Contractor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Contractor shall immediately cease to provide services pursuant to this Contract. If payments are suspended, the SFWIB shall specify in writing the actions that shall be taken by the Contractor as a condition precedent to resumption of payments and shall specify a date for compliance. The SFWIB may also suspend any payments, in whole or in part, under any other

contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such suspension, in addition to the SFWIB's attorneys' fees;

3. The SFWIB may seek enforcement of this Contract by any action at law or equity available to the SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the SFWIB's attorneys' fees through final resolution of the matter including appeal;
4. The SFWIB may debar the Contractor from future SFWIB contracting;
5. If, for any reason, the Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB shall, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In such case, the SFWIB may terminate or cancel any other contracts the Contractor has with the SFWIB. The Contractor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to the SFWIB's attorney's fees. Any contractor who attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement may be debarred from the SFWIB contracting for a period not to exceed five (5) years;
6. Any other remedy available at law or equity or administratively; and
7. All remedies provided herein and otherwise shall all be deemed independent and cumulative.

#### **H. DAMAGES SUSTAINED**

The Contractor shall not be relieved of liability to the SFWIB for damages sustained by the SFWIB caused by any breach of this Contract by the Contractor, and the SFWIB may withhold any payments to the Contractor until such time as the exact amount of damages due to the SFWIB are determined. The SFWIB may also pursue any remedies available at law or equity to compensate for any damages sustained by any such breach by the Contractor. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such breach, including the SFWIB's attorneys' fees.

#### **I. NOTICES**

It is understood and agreed between the parties that written notice addressed to the Executive Director of the SFWIB, and mailed or delivered to the address appearing on page one (1) of this Contract and written notice addressed to the Contractor and mailed or delivered to the address appearing on page one (1) of this Contract shall constitute sufficient written notice to the respective party.

#### **J. NOTIFICATION OF LEGAL ACTION**

The Contractor shall notify the SFWIB of legal actions taken against the Contractor or potential actions such as lawsuits, related to services provided through this Contract or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the SFWIB. The SFWIB shall be notified within five (5) days of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

#### **K. OTHER NOTIFICATIONS**

The Contractor shall provide immediate notice, not later than thirty (30) days regarding all matters, to the Executive Director of the SFWIB, in writing, of any issues, questions, requests for clarification or any other matter relating to or affecting the Contractor's performance under this Contract.

**L. AUTONOMY**

Both parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the contracting parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

**M. INDEMNIFICATION**

1. All Entities Which are Not Florida Governmental Entities. The Contractor shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Contractor's behalf under this Contract, including but not limited to Florida Department of Economic Opportunity (DEO) staff. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.
2. Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Contract and shall terminate upon the expiration of the applicable statute of limitation.

**N. PRIOR AGREEMENTS**

This document and its Attachments and Exhibits incorporate all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement which are not contained in this document and its Attachments and Exhibits. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**O. NO ASSIGNMENT**

The Contractor shall not assign this Contract or any rights accruing hereunder in whole or in part.

**P. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**Q. SUBCONTRACTING**

1. The parties hereto agree that no subcontract shall be entered into under or pursuant to this Contract without the prior written approval of the SFWIB, said prior written approval shall be issued at the sole

discretion of the SFWIB.

2. In no event shall such prior written approval of the SFWIB relieve the Contractor from the Contractor's obligations under this Contract, or change any of the terms or conditions of this Contract. The Contractor shall ensure that all applicable provisions of this Contract are binding upon all such subcontractors. It is expressly understood and agreed that the SFWIB shall not be liable to any subcontractor(s) for any expenses or liabilities of any kind whatsoever incurred by any person or entity under any subcontract.

## **R. MODIFICATIONS**

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

## **S. SEVERABILITY**

In the event any portion of this Contract is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the SFWIB elects to terminate this Contract without cause.

## **T. PERSONS WITH DISABILITIES AND ACCESSIBILITY OF FACILITIES**

The Contractor shall conduct all activities under this Contract in accordance with the Americans with Disabilities (ADA) Act of 1990 as amended, Section 504 of the Rehabilitation Act of 1973 as amended, Title VI of the Civil Rights Act of 1964 as amended, and the regulations promulgated under such Acts, with respect to persons with disabilities.

The Contractor shall designate a Disability Services Coordinator to establish and implement internal procedures to ensure that Contractor and operational staff are knowledgeable about and comply with the disability-related requirements of WIOA, Section 188; Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA) of 1990 as amended (42 U.S.C. 12101 et seq.) P.L. 101-336 which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities. The Contractor's staff shall be thoroughly trained in providing services to individuals with disabilities as it pertains to customer service, reasonable accommodations, and etiquette.

The Contractor shall assure that programs and activities under this Contract are accessible to individuals with disabilities without discrimination, including:

1. Making reasonable accommodations;
2. Providing services in the most appropriate integrated setting;
3. Providing auxiliary aids for individuals with vision and hearing impairments during recruitment, referral, and assessment of prospective program participants; and
4. Having resource materials available in alternate formats.

The Contractor shall ensure that the physical facilities utilized under this Contract are accessible at all times to individuals with disabilities; in accordance with the applicable standards of the State of Florida as set forth in DEO/Office of Civil Rights "Facility Accessibility Checklist" posted on the Florida Department of Economic Opportunity (DEO) web site at: [www.floridajobs.org](http://www.floridajobs.org) or shall submit to the SFWIB an alternate plan to achieve physical accessibility to individuals with disabilities provided services under this Contract.

## **U. COPYRIGHT, PATENTS, RIGHT TO DATA**

Except for the Contractor's own internal use, the Contractor shall not publish or reproduce any data or information, in whole or in part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this Contract, nor may the Contractor authorize or permit others to do so

without the written consent of the federal government, through the State of Florida, until such time as the federal government may have released such data or information to the public.

As authorized by 49 CFR 18.34, the federal government, through the State of Florida, reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize the State of Florida and others to use:

1. Any work developed under this Contract or a resulting subcontract irrespective of whether it is copyrighted.
2. Any rights of copyright to which Contractor or subcontractor purchases ownership with funds provided for under this Contract.

In the event the Contractor is granted written approval from the SFWIB to utilize subcontractors to perform any services required by this Contract, the Contractor agrees to prohibit such subcontractors, by written contract, from violating any of the terms of this **Section U**.

#### **V. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **W. INTELLECTUAL PROPERTY RIGHTS**

The federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (i) The copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and (ii) any rights of copyright to which the grantee, sub-grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy, which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities (2 CFR § 215.36).

If applicable, grantees must include the following language on all products developed in whole or in part with grant funds:

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

**END OF ARTICLE II**

## ARTICLE III

### PROGRAM MANAGEMENT

#### A. PERFORMANCE

Performance shall be defined as the Contractor having attained the goals and objectives set forth in this Contract, in accordance with **Exhibit A, Statement of Work and Exhibit D, Payment for Performance** attached hereto and incorporated by reference as if fully set forth herein. The Contractor shall be responsible for the recruitment, enrollment and placement of clients in a sufficient amount to assure that expenditure levels for this Contract are met.

#### B. PROGRAM REPORTS

Data for reports shall be generated from the appropriate Management Information System(s) (MIS). Performance shall only be deemed to have occurred if the Contractor has reported same in the applicable MIS. It is the responsibility of the Contractor to ensure that adequate and timely reports are produced for internal performance monitoring purposes from the same MIS. Required reports shall be submitted in accordance with **Exhibit E, Reporting Requirements**.

#### C. SUPERVISORY CASE REVIEW

The Contractor shall conduct monthly supervisory quality assurance case reviews to assess the performance of the Program management staff and monitor compliance with procedural and performance requirements in accordance with the SFWIB's Policies and Procedures. These case reviews shall be submitted to the SFWIB's Quality Assurance Unit in accordance with **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein. Supporting documentation for these reviews shall be maintained by the Contractor and made available for monitoring reviews by the SFWIB upon request.

#### D. MONITORING

The Contractor shall permit the SFWIB's staff and authorized agents to perform random and scheduled monitoring, reviews and evaluations of the services which are the subject of this Contract. The SFWIB may monitor both fiscal and programmatic compliance with all the terms and conditions of this Contract at any and all times.

The Contractor shall permit the SFWIB, and the SFWIB's officers, agents or employees, to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function and requirements of the SFWIB. Monitoring results and findings shall be communicated to the Contractor through an official written report and may require corrective action by the Contractor. The Contractor shall rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the SFWIB may suspend payments or terminate this Contract, in the sole discretion of the SFWIB.

#### E. FILE MAINTENANCE

##### 1. Hard Copy

The Contractor shall maintain a separate individual case file for each customer served in accordance with policies and procedures established by the SFWIB for customers enrolled in any of the SFWIB-funded programs. This file shall include all required documents as set forth in the SFWIB's procedures. These files shall be subject to the Audit, Inspection and Access to Records requirements under **Article III, Section H** of this Contract.



2. Electronic

All electronic customer files shall be updated in the applicable Management Information System (MIS) to reflect the most current activity. These entries must be supported by the appropriate documentation in the hard copy file. Failure to update the electronic case file timely, accurately and with information based upon actual activity, may result in corrective action, withholding of payment, termination of this Contract and de-obligation for non-performance.

3. Error Rate

The Contractor agrees to maintain a hard copy and electronic copy of each customer case file and maintain, at all times, a file maintenance error rate of not more than **three percent (3%)**.

4. Medical Records & Disability-Related Information:

All medical records and disability related information, which are part of the eligibility determination or case management process, must be kept in a separate file and in a designated, properly secured area. Access to medical records and disability related information shall be limited to persons authorized by the Contractor. Sensitive documents, which do not become a part of the participant's permanent file, shall be immediately shredded to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to medical records is provided and any federal, state, and/or local laws are breached.

5. Domestic Violence Records

All domestic violence records, which are part of the eligibility determination or case management process, shall be kept in a separate file and in a designated, properly secured area. Access to domestic violence records shall be limited to persons authorized by the Contractor. Sensitive documents, which do not become a part of the participant's permanent file, shall be immediately shredded to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to domestic violence records is provided and any federal, state, and/or local laws are breached.

6. Background Screening Records

All background screening records, which are part of the case management process, shall be kept in a separate file and in a designated, properly secured area. The Contractor shall take necessary safeguards to keep the background screening records of participants in a secure, access controlled area to ensure that the records are accessible only to those authorized to examine such records. Access to background screening records shall be limited to persons authorized by the Contractor. Sensitive documents, which do not become a part of the participant's permanent file, shall be immediately shredded to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to background screening records is provided and any federal, state, and/or local laws are breached.

**F. FILE OWNERSHIP**

The Contractor understands and agrees that the case files that the Contractor maintains for programs funded by this Contract are the SFWIB's property and are maintained for the SFWIB's benefit. Therefore, the Contractor shall not dispose of any case files without the prior written consent of the SFWIB. In the event of the termination of this Contract, the Contractor shall immediately transmit all records to the SFWIB upon the request of the SFWIB.

**G. FLORIDA PUBLIC RECORDS LAW**

1. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in connection with

this Contract, except that public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. Failure of the Contractor to allow such public access shall result in the immediate termination of this Contract or any renewal. The Contractor shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.

2. Pursuant to section 119.0701 of the Florida Statutes, the Contractor shall:
  - a) Keep and maintain public records required by the SFWIB to perform the service;
  - b) Upon request from the SFWIB's custodian of public records, provide the SFWIB with a copy of the 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 this chapter or as otherwise provided by law;
  - c) 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 contractor does not transfer the records to the SFWIB; and
  - d) Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of the Contractor upon termination of this Contract. Upon termination of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SFWIB, upon request from the SFWIB's custodian of public records, in a format that is compatible with the SFWIB's information technology systems.
3. For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)**  
**Office of the Executive Director. Telephone: 305-929-1500**  
**South Florida Workforce Investment Board**  
**The Landing at MIA**  
**7300 Corporate Center Drive, Suite 500**  
**Miami, Florida 33126-1234**

In the event the Contractor does not comply with the public records disclosure requirement set forth in section 119.0701 of the Florida Statutes and this Section G of this Contract, the SFWIB shall avail itself of the remedies set forth in Article II, Sections E - Termination, F - Breach of Contract and G - Breach of Contract: SFWIB Remedies of this Contract.

A Contractor who fails to provide the public records as required by law, within a reasonable time, may be subject to penalties under section 119.10 of the Florida Statutes.

## H. AUDIT, INSPECTION AND ACCESS TO RECORDS

The Contractor shall permit the SFWIB or the SFWIB's designees, the State of Florida and the federal government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy or transcribe the Contractor's client records, financial records, supporting documents, statistical records, personnel records, records of all disseminations of criminal history information, and any other documents (including storage media) pertinent to this Contract during the term of this Contract and for a period of **five (5) years** following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Contractor's performance hereunder. The Contractor shall also permit any or all these aforesaid entities to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. The monitoring agency may, in its sole discretion, deem necessary or appropriate such monitoring which may consist of internal evaluation procedures, examination of program data, evaluation of participant files, special analyses, on-site reviews or any other procedure.

The Contractor shall provide full and unrestricted access to any and all records for services paid for under this Contract to the SFWIB, the State of Florida, or the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives.

## I. RECORDS RETENTION

Five (5) Year Requirement: The Contractor shall keep all records, accounts, and documents related to the operation and performance of this Contract or any modification hereto for five (5) years following the expiration of this Contract. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall cooperate with the SFWIB to facilitate the duplication and transfer of any of said records or documents during the required retention period. The Contractor shall advise the SFWIB of the location of all records pertaining to this Contract upon the request of the SFWIB and shall notify the SFWIB by certified mail within ten (10) days of moving said records if and when the records are moved to a new location.

The Contractor and any subcontractor shall maintain documentation of expenditures incurred under this Contract for a period of five (5) years from the date of submission of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the Contract, whichever occurs last.

## J. CONFIDENTIALITY OF RECORDS

1. The Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the Contract may be divulged to the SFWIB or such other persons as the SFWIB may designate who have responsibilities for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services. All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. No release of information by the Contractor, if such release is required by federal or state law, shall be construed as a breach of this Contract. The Contractor shall abide by all applicable federal, state and local laws and regulations regarding confidential information, including personally identifiable information (PII) from educational records, as identified in, but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38. The Contractor shall provide a completed **Confidentiality Agreement, Attachment 2.**

Additionally, when working with education agencies, the Florida Department of Juvenile Justice, the Florida Department of Corrections, the Florida Division of Vocational Rehabilitation, and other partners in implementing workforce programs administered by the SFWIB, the Contractor shall follow confidentiality requirements for each such program including, but not limited to:

- The Privacy Act: 5 USC 552a;
- Social Security numbers: 119.0721 Florida Statutes and 5 USCA 552a;
- Medical documents: 29 CFR 37.37; 29 CFR 1630.14;381.004(3)(e) and (6)(c) Florida Statutes;
- Employment and Related Services for Persons with Disabilities: Florida Statute 413;
- Confidentiality requirements governing the protection and use of personal information held by the Vocational Rehabilitation agency (34 CFR 361.38); and
- Student records: Federal Educational Rights and Privacy Act (FERPA), 20 USC 1232g and 1232h; 34 CFR Part 99.

2. **Confidentiality Forms.** The Contractor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing Contractor's duties under this contract, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the following certification and acknowledgement forms:
  - a. The **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 3**, attached hereto and incorporated by reference as if fully set forth herein.
  - b. The **Confidentiality Acknowledgement, Attachment 4**, attached hereto and incorporated by reference as if fully set forth herein (applicable for staff with access to confidential Reemployment Assistance (RA) information).

All completed forms shall be retained as required herein in accordance with **Article III, Section I** of this Contract. The Contractor shall maintain the completed confidentiality forms in each employee's personnel file **and forward copies to the SFWIB's IT Department upon requesting access to State and/or Local System(s).**

3. The Background Screening record information derived from the U.S. Department of Justice shall not be disseminated outside the Contractor's entity or used for a purpose other than that specified in the statute authorizing the request, Section 943.0542, Florida Statutes.

#### **K. VIOLATION OF THE PRIVACY ACT**

Funds awarded under this Contract cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

#### **L. INFORMATION SECURITY OBLIGATIONS**

The Contractor agrees to abide by the SFWIB's Information Technology Security Policies and Procedures.

- The Contractor (including its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to store information. The Contractor shall not electronically transmit, or allow to be transmitted, any personal or confidential information. Failure to strictly comply with this provision shall constitute a breach of this Contract.

- The Contractor shall not engage any third party vendor, company or agent to modify, troubleshoot or otherwise alter the configuration of network devices, workstations, printers and/or any other device or hardware attached to the SFWIB's network and agrees that no other devices, servers, workstations, tablets, wireless devices, etc., other than those installed by the SFWIB's IT Unit or SFWIB's authorized agent, will be connected to the SFWIB's network.
- During the term of this Contract, the Contractor must obtain signed confidentiality access agreements, which are required by the SFWIB and/or the Department of Economic Opportunity for systems access privileges, for any individual including, but not limited to all of the Contractor's officers, employees, subcontractors, agents, partners, principals, servants, representatives and security officers, prior to their access to electronic data systems.
- The Contractor shall ensure that the Contractor's staff with access to client information through the Employ Florida (EF), the One Stop Service Tracking (OSST) system(s) and/or any other information systems as required, complete the Information Security and Awareness Training annually.
- The Contractor shall make every effort to protect and avoid the unauthorized release of any personal or confidential information, as set forth in **Article III, Section J - Confidentiality of Records**.
- The Contractor shall notify the SFWIB in writing of any disclosure of the SFWIB's and/or the State of Florida's confidential information or data by the Contractor, its officers, employees, subcontractors, agents, partners, principals, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract, which is not in compliance with the terms of the Contract (of which it becomes aware).
- The Contractor shall also report to the SFWIB any Security Incidents of which it becomes aware, including those incidents reported to the Contractor by its officers, employees, subcontractors, agents, partners, principals, servants, representatives. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of the SFWIB's or DEO's information in the Contractor's possession or electronic interference with the SFWIB's operations; however, random attempts at access shall not be considered a security incident.
- The Contractor agrees to notify the SFWIB's Help Desk, not later than **24 hours** following the determination of any breach or potential breach of personal and confidential data, as required by the SFWIB's Information Technology Security Policies and Procedures.
- In the event of a breach of security concerning confidential personal information involved with this Contract, the Contractor shall comply with section **501.171 Florida Statutes**, as applicable. When notification to affected persons is required under this section of the statute, the Contractor shall provide such notification, using the SFWIB's approved format, not later than **seven (7) calendar days** following the determination of any potential breach of personal or confidential data.
- For purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.
- The Contractor shall be wholly liable for security breaches and personal identity theft committed by its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom the Contractor exposes or authorizes to access confidential information obtained under this Contract, including, but not limited to, volunteers and Department of Economic Opportunity employees. The Contractor shall be liable for: (1) direct payment and/or reimbursement of all costs incurred for notifying and providing identity theft protection services to customers who

may be victims of the security breaches and personal identity theft; (2) resolving any and all claims related thereto; and (3) all other costs and damages resulting from security breaches or personal identity theft.

- The Contractor shall notify the SFWIB's Regional Security Officer(s) at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Helpdesk at [helpdesk@careersourcesfl.com](mailto:helpdesk@careersourcesfl.com) with the appropriate system form, as follows:
  - EF/OSST - DEO Information Systems Security Agreement / Confidentiality Form.
  - WFMS/IAA – CareerSource South Florida (CSSF)'s Application Development Unit Security Access Form.
  - Florida – Florida Department of Children & Families (DCF)'s System Access Authorization Request Form.
- For employees with access to the Connect and/or SunTax systems; The Contractor shall notify the Regional Security Officer at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Regional DEO Manager with the applicable system form(s), as follows:
  - DEO CONNECT Form ISU-38
  - DEO Form ISU-30
- If the employee has security access to multiple systems, the Contractor shall submit all corresponding forms.
- For employees that only have a CSSF **network account and/or VPN account**, only an email requesting disabling of the account(s) is required at the time of termination.

Failure to comply with this **Section L, Information Security Obligations**, shall constitute a breach of this Contract.

#### **M. PELL GRANT AND OTHER FINANCIAL AID**

The Contractor shall first access PELL and other federal, state and local financial assistance prior to committing or obligating ITA/Scholarship funds to support the training costs of an individual. Scholarship funds shall be used only to the extent other sources of funds necessary to pay for the cost of the training or tuition is not available. For training institutions or training programs that are non-PELL eligible, documentation shall be kept in the participant's case file that specifies that the training institution or program is non-PELL eligible.

The Contractors which issue ITA/Scholarships shall assist all of the SFWIB's program participants in applying for the PELL Grant or for any other federal, state, or local grant, scholarship or entitlement funds. This shall be evidenced by a completed copy of the PELL grant application (Free Application for Federal Student Aid) and a Student Aid Report from the Department of Education in each program participant's case file.

#### **N. STAFFING REQUIREMENTS**

The Contractor shall maintain an organizational structure and adequate programmatic, administrative and support staff sufficient to fulfill the Contractor's contractual obligations hereunder. The Contractor shall submit **Staffing Roster/New Hire/Termination Reports** in accordance with **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein. In the event the SFWIB determines that the Contractor's staffing levels do not conform to those in the Contractor's approved budget, the SFWIB shall advise the Contractor in writing and the Contractor shall have thirty (30) calendar days to remedy the identified staffing deficiencies. Failure to comply may result in the suspension of

payment until staffing levels are corrected and may be considered a breach of this Contract. Budget modifications may be required when vacancies are not filled within the specified time frame and result in program income in accordance with **Article IV, Section C**.

**O. TRAINING OF STAFF**

The Contractor shall ensure that employees responsible for program compliance receive appropriate grant administrative and program compliance training in:

- Required Participant File Contents (In accordance with the SFWIB's Policies and Procedures)
- Pass-through Entity Responsibilities 2 CFR Chapter II, Subpart D § 200.331
- Contracts Management / Administration (45 CFR 74.21)

**P. GRIEVANCE PROCEDURES**

The Contractor agrees to comply with all applicable Grievance and Complaint Procedures of the SFWIB and as required by state and federal laws.

**Q. LIMITED ENGLISH PROFICIENCY (LEP)**

When a significant number or proportion of the population eligible to be served under this Contract needs services or information in a language other than English to be effectively informed or to participate in the services provided under this Contract, the Contractor shall provide a Certified Interpreter and take steps, considering the size of the program and the size and concentration of such population, to make available to such persons any written and audio-visual material, in the appropriate languages, and in alternate formats for individuals with a disability, distributed to the public relating to the services provided pursuant to this Contract.

**R. ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING**

The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004, or via TDD (800) 453-5145 as required by Chapters 39 and 415, Florida Statutes, this provision is binding upon both the Contractor and Contractor's employees. Failure to comply with this **Section R, Abuse, Neglect and Exploitation Incident Reporting**, shall constitute a breach of this Contract.

**S. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

The Contractor may not undertake any publicity or publish for public consumption information about Contractor's programs or program participants without prior review and written approval by the SFWIB. All radio and television advertisements, paid and unpaid, public service announcements, social media, or general newspaper articles shall be coordinated through the SFWIB, and shall state that the program is funded through the SFWIB. The Contractors who receive funds from the SFWIB, regardless of the name under which the program is operated, must state that the program is funded by the SFWIB in all public communication media.

The Contractor hereby agrees to prominently incorporate the name and the official logo of the SFWIB when developing collateral materials or publicity, such as radio, print or television coverage, any form of media press releases, advertising or any informational materials concerning the Contractor's program. Collateral materials such as letterhead, business cards, envelopes, informational pamphlets and brochures, flyers, posters, and other such items, shall be in compliance with the SFWIB's policies and procedures. Copies of these materials shall be forwarded to the SFWIB for review and written approval prior to production, publication and distribution.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents

describing the project or programs funded in whole or in part with federal money, the Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money; (2) the dollar amount of federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

**END OF ARTICLE III**



## ARTICLE IV

### FISCAL MANAGEMENT

#### A. INTERNAL CONTROLS

The Contractor agrees to maintain Contractor's books and records in accordance with Generally Accepted Accounting Principles (GAAP); "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States; the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO); and to institute fiscal controls to account for all monies received from the SFWIB and spent to perform the Contractor's obligations under this Contract.

#### B. ACCOUNTING RECORDS

The Contractor shall maintain records, books, and documents, including electronic storage media and electronic records that identify the SFWIB's funds and which contain information pertaining to authorized expenditures, obligations, de-obligated balances, assets, liabilities, outlays or expenditures and income. These records shall also be maintained in accordance with GAAP.

The Contractor shall ensure that accounting records reflect the separation of all programs/activities it administers, or for which it receives funding and that a clear audit trail exists showing the benefit received from each expenditure as it relates to the applicable program/activity.

#### C. PROGRAM INCOME

1. Program Income Shall Be Forthwith Remitted to the SFWIB

Program income as defined in **Exhibit F, Definitions**, attached hereto and incorporated by reference as if fully set forth herein, realized in operating a program under this Contract, or any modification hereto, shall be reported to and forthwith remitted to the SFWIB at the end of each quarter during which the income was realized.

2. Audits Shall Contain a Program Income Schedule

All audits of the Contractor shall contain a schedule prepared by the auditor of the Contractor detailing program income realized under this Contract and said schedule and all audits shall be provided to the SFWIB.

3. Contractor's Use of Program Income

WIOA regulations require that program income shall be added to the total Contract award and used to provide the same services as stated in the original Contract. In the event that income shall be added to Contractor's budget in accordance with the modification provisions under this Contract, this income shall be accounted for in accordance with the terms and conditions governing all funds awarded under this Contract.

**For non-WIOA funds, program income in excess of one hundred dollars (\$100.00) shall be remitted to the SFWIB not later than thirty (30) days after the end of quarter.**

#### D. RETURN OF FUNDS

The Contractor shall return to the SFWIB any overpayments due to unearned funds, earned funds that exceeded actual expenditures or funds disallowed that were disbursed to the Contractor by the SFWIB and any interest attributable to such funds pursuant to the terms and conditions of this Contract. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the SFWIB. In the event the SFWIB first discovers any overpayment has been made, the SFWIB's Executive Director will notify the Contractor by letter of such findings. Should repayment not be made within thirty (30) calendar days following the SFWIB's notification of overpayment, the Contractor will be charged interest at the lawful rate of interest on the outstanding balance after the SFWIB's notification or Contractor's discovery. The SFWIB 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 the SFWIB from the Contractor under this or any other contract or agreement.

#### E. DEOBLIGATION FOR NON-PERFORMANCE

The SFWIB reserves the right, in the sole discretion of the SFWIB, to adjust the Contract award amount through a decrease, up to and including the total amount of funds awarded to the Contractor, when and if the SFWIB determines that the Contractor's total program costs will not be expended in accordance with the amount of funds awarded.

#### F. VOLUNTARY DEOBLIGATION

The Contractor may request a decrease of the total amount of funds awarded when it has been determined by the Contractor that funds may not be expended during the period of performance as set forth under this Contract. If requesting a decrease the Contractor must submit a written request to the SFWIB's Executive Director specifying the amount and the reason for the decrease. Approval of a decrease shall be in the sole discretion of the SFWIB.

#### G. CONTRACTOR'S COST ALLOCATION PLAN AND INDIRECT COST RATE

1. **Indirect Cost Rate:** The publication of Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," released on December 26, 2013, requires that every sub-award of federal funds from pass-through entities (i.e. the SFWIB) to the sub-recipient must include, among other elements, an Indirect Cost Rate.

In conformity with Title 2 CFR Part 200, the Contractor shall submit one of the following to the SFWIB within 30 days of Contract execution:

- If the Contractor does not have an approved Indirect Cost Rate:
  - The Contractor shall develop and submit to the SFWIB's Finance Unit an initial indirect cost rate proposal. Detailed guidelines for preparing an Indirect Cost Rate proposal are contained in CareerSource Florida Administrative Policy Number 86. Additional information can be found at:

[http://www.floridajobs.org/docs/default-source/2016-guidance-papers/lwdb\\_indirectcostadminpolicy\\_final\\_-20160805.pdf?sfvrsn=2](http://www.floridajobs.org/docs/default-source/2016-guidance-papers/lwdb_indirectcostadminpolicy_final_-20160805.pdf?sfvrsn=2)

- If the Contractor has an approved Indirect Cost Rate from a federal agency or pass-thru entity, the Contractor shall submit a copy of the Indirect Cost Rate approval letter from said agency or pass-thru entity to the SFWIB.
2. **Cost Allocation Plan:** the Contractor's operating expenditures shall be cost allocated across all applicable funding streams.

The Contractor shall submit a detailed **Cost Allocation Plan (CAP)** to the SFWIB in accordance with the guidance that can be accessed through the link provided above. The CAP is a document that specifies the allocation methods used for distributing all costs of an organization. A plan for allocating shared costs is required to support the distribution of those costs to grant and non-grant programs. All Contractor's costs should be included in the plan. Official accounting records must support all costs.

The cost policy statement that is required as part of the Indirect Cost Rate proposal and the Cost Allocation Plan may be incorporated into one document.

3. **Approval of Indirect Cost Rate:** The SFWIB will negotiate with the Contractor and approve the Indirect Cost Rate. Indirect costs can only be charged to an award based on an approved indirect cost rate. However, the approval of indirect costs by the SFWIB is not intended to identify the circumstances or dictate the extent of federal participation in the financing of particular awards.

The results of the Indirect Cost Rate negotiation will be formalized in a written agreement between the SFWIB and the Contractor.

The Contractor shall maintain appropriate supporting documentation for the Contractor's cost allocation and Indirect Cost Rate calculations in accordance with the records retention requirements set forth in **Article III, Section H, Audit, Inspection and Access to Records** and **Article III, Section I, Records Retention**. Failure to maintain the appropriate documentation and to follow the submitted and approved plan may result in **cost disallowances** by the SFWIB.

Failure to comply with this **Section G** may be considered a breach of this contract and can lead to disallowance of indirect/administrative costs and/or other remedies for non-compliance as specified in **Article II, Section G - Breach of Contract: SFWIB Remedies**.

## **H. SFWIB'S COST ALLOCATION PLAN AND INDIRECT COST RATE**

This Contract comprises a portion of Workforce Area 23's overall utilization of funding. The Contractor acknowledges that the Contractor shall be responsible for utilizing the funding provided under this Contract and the funding allocated through the Workforce Management System (WFMS) (formerly SAMS) for participant costs in a consistent manner during the term of this Contract so that the SFWIB is able to maintain the SFWIB's cost allocation plan and indirect cost rate.

If the SFWIB cannot maintain the SFWIB's cost allocation plan or indirect cost rate due to the Contractor's inconsistent utilization of Contract funds then any over-expenditure that may be experienced by the SFWIB shall be charged, in whole or in part, to the Contractor based upon Contractor's pro-rata share of the impact caused by the over-expenditures.

## **I. BUDGET SUMMARY**

The Contractor agrees that all expenditures made and all costs incurred by the Contractor shall be in accordance with **Exhibit H, Budgets for Administrative Costs and Program Costs**, attached hereto and incorporated by reference as if fully set forth herein.

The Contractor agrees that **Exhibit H, Budgets for Administrative Costs and Program Costs**, attached hereto and incorporated by reference as if fully set forth herein, validates that the Contractor's projected costs are reasonable, allowable, allocable and are in accordance with Cost Principles set forth in 2 CFR Part 200, Subpart E.

In no event shall the budget(s) for administrative costs exceed **ten percent (10%)** across the SFWIB's funding streams or the Indirect Cost Rate, whichever is less.

The Contractor shall be allowed to shift funds within the Contractor's program line item budget. Variances greater than: (1) five percent (5%) in any budgeted position salary; (2) fifteen percent (15%) in any line item;

or (3) \$100, shall require the SFWIB's Executive Director's prior written approval.

The SFWIB's approval of **Exhibit H, Budgets for Administrative Costs and Program Costs** is given based on limited facts presented as justification for the proposed expenditure and prior to the actual expenditure. As such, if actual expenditures are not in accordance with the facts presented for the proposed expenditure or federal requirements, the SFWIB may question or disallow the expenditure.

All budget modifications shall be approved, in writing, by the Contractor's authorized representative and shall be forwarded to the SFWIB's Contract Manager for processing. Approved budget modifications shall replace **Exhibit H** as **Exhibit H-1**, a copy of which shall be attached hereto and incorporated by reference as if fully set forth herein.

Any expenditure made and/or incurred prior to the SFWIB's formal approval of a written budget modification request may be disallowed, in the sole discretion of the SFWIB.

The Contractor shall amend the budget, if applicable, at the end of the first (1<sup>st</sup>), second (2<sup>nd</sup>) and third (3<sup>rd</sup>) program year quarters, not later than September 30, December 31, and March 31 respectively, and a final fourth (4<sup>th</sup>) quarter modification shall be allowed and submitted, not later than May 30. In the event that the Contractor's contract is not renewed for another term, the Contractor shall be allowed to submit a final modification within ten (10) business days after being notified of the non-renewal.

The Contractor shall notify the SFWIB's Contract Manager and Accountant, in writing, of all staffing changes (including, but not limited to adding names of staff filling vacant positions). All staffing changes shall be incorporated in the budget not later than the next available quarterly modification period set forth herein. Only one staff can be delegated to a budgeted position, except where a transition occurs, the incoming staff may also occupy the budgeted position for a period not to exceed one month in duration, and not to exceed the total budgeted salary for the position.

Final line-item adjustment(s) shall be allowed as set forth in **Article IV, Section Q - Financial Closeout**.

## J. MONTHLY INVOICING

1. Requests for Payment. The SFWIB agrees to pay all budgeted costs incurred by the Contractor, which are allowable under the SFWIB's guidelines. To receive payment for allowable costs the Contractor shall submit an original invoice package, which shall include an original signed **Contract Invoice - Exhibit I**, attached hereto and incorporated by reference as if fully set forth herein, **Year-to-Date General Ledger**, and **Payroll Register**.

The SFWIB must receive the original invoice package not later than the **seventh (7<sup>th</sup>)** business day of the month following the month in which the services were provided. The Contract Invoice shall reflect only the expenses incurred and paid by the Contractor for the month that the services were rendered. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall make payment to the Contractor via Electronic Fund Transfer. The Contractor shall complete an **Authorization Agreement for payments via Direct Deposits (ACH Credits)**.

Failure to submit original signed Contract Invoices, General Ledger, and Payroll Register in a manner deemed correct and acceptable by the SFWIB and by the **seventh (7<sup>th</sup>)** business day of the month following the month in which the services were provided shall be considered a breach of this Contract.

The Contractor agrees to maintain **originals** of cancelled checks or a legal copy of the cancelled checks, itemized invoices, receipts, payroll registers and any evidence of indebtedness as proof of expenditures. These documents shall be maintained by the Contractor in accordance with **Article III, Section I Records Retention** and **Article III, Section H, Audit, Inspection and Access to Records**.

2. Processing the Request for Payment. The parties agree that the processing of a payment request by the

Contractor shall be completed by the SFWIB within fifteen (15) business days or less of receipt of the request. Processing the payment request within fifteen (15) business days is contingent upon complete and satisfactory submissions of the required invoice package and supporting documentation, which have been approved by the SFWIB. It is the Contractor's sole responsibility to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the SFWIB.

#### **K. LATE INVOICING**

Invoices submitted after the due date (the **seventh (7<sup>th</sup>)** business day of the month following the month in which the services were provided) shall automatically be charged a five percent (5%) penalty of the amount invoiced. Invoices submitted more than **five (5)** business days following the due date shall automatically be charged an **additional** five percent (5%) penalty of the amount invoiced.

#### **L. PARTICIPANT COSTS**

1. **Paid Work Experience Costs:** the Contractor shall receive an initial allocation of participant costs (Paid Work Experience) which shall be available, and can be accessed, through the use of the Workforce Service Management System (WFMS).
2. **Training, Transportation and Support Services Costs:** As applicable, the Contractor shall designate an amount, for participant costs (scholarships, transportation and support services) from the allocated Cost Reimbursement award, once designated it shall be available through the use of the WFMS.
3. **Utilization of Funds**
  - Participant costs shall be available through the use of the Workforce Management System (WFMS).
  - The Contractor shall pay for participant costs directly and seek reimbursement under this Contract from the SFWIB. To seek reimbursement for participant costs incurred in **PY17-18**, the Contractor shall issue vouchers **not later than June 29, 2018**.
  - The Contractor shall effectively manage and spend the participant costs funds (training, paid work experience, transportation and support services) allocated during this Contract period.
  - The Contractor shall be responsible for the under and over-utilization of the funds provided for participant costs.
  - The SFWIB reserves the right to monitor Contractor's utilization of these funds and to de-obligate or re-obligate said funds if the Contractor demonstrates an inability to effectively manage the funds allocated.
  - The Contractor shall request, in writing, to the SFWIB any changes to the allocated amount for WFMS' participant costs. The Contractor shall monitor the WFMS' allocations. The Contractor shall be solely responsible for any portion over-utilized during the term of this Contract.

#### **M. WORK EXPERIENCES EXPENDITURE REQUIREMENT**

The Workforce Innovation and Opportunity Act (WIOA) section 129(c)(4) prioritizes work experiences with the requirement that local areas must spend a minimum of twenty percent (20%) of non-administrative local area funds on work experience. The Contractor Agrees to expend the funds allocated under this Contract to provide paid and unpaid work experiences (WE) as follows:

- The Contractor shall spend not less than **twenty-five percent (25%)** of the funds allocated under this Contract for WE;
- Authorized program expenditures on the work experience element include only participant wages as well as staffing costs for the development and management of the WE;
- The Contractor agrees that 100% of the WIOA funds expended for WE related elements shall be invoiced as required and shall reflect the staffing costs associated with the development and management of the WE accurately;
- The Contractor agrees to expend one hundred percent (100%) of the WIOA funds allocated for work experience wages;
- On a quarterly basis, year to date expenditures recorded will be measured against year to date WE billed. If, at a minimum a **20%** expenditure is not met, a deduction or chargeback to expenditures already paid will be collected to bring the WE expenditure rate to **20%** based upon the following calculation:
  - $YTD\ WE / (YTD\ Expenditures\ less\ Administrative\ Costs);$
- The Contractor has until the end of the contract period to make up for any deductions or chargebacks collected by the SFWIB;
- The “Work Experiences Expenditure Reconciliation” form shall be submitted with the Financial Closeout detailing the YTD WE/(YTD Expenditures less Administrative Costs) and any amounts that were charged back and are payable to Contractor based upon the Final Invoice submitted;
- Contractors not meeting, at a minimum, a **20%** expenditure by June 30, 2018, shall forfeit the quarterly charge backs collected by the SFWIB;
- The Incentive Holdback shall only be paid when Contractor has met the required **25%** expenditure for the YTD period in which the Incentive Holdback is awarded.

Failure to comply with the WE expenditure requirement shall constitute a breach of this Contract and shall result in a deduction or chargeback as specified above and may result in deobligation of current funds or non-consideration for future funding.

#### **N. PROCUREMENT REQUIREMENTS**

The Contractor agrees to adhere to the following procurement requirements when obtaining any and all goods and services including, but not limited to, training supplies, equipment, rental agreements, construction, maintenance, professional and consultant services, necessary to perform the services and obligations of the Contractor pursuant to this Contract.

1. Procurement actions, unless otherwise stated herein, with a cost per item of five-hundred dollars (\$500.00) or less shall be considered a small business purchase and shall not require any formal procurement, such as a Request for Proposal or Request for Qualifications. However, upon requesting quotes for goods and services, the Contractor shall keep a record of the entities contacted for the purpose of securing any quotes and shall record the quotes received. The Contractor shall submit such documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment for the goods or services.
2. Procurement actions for office supplies, i.e. paper, pens, toner, etc., regardless of costs, shall be the sole responsibility of the Contractor.
3. Procurement actions with a cost per item of five hundred and one dollars (\$501.00) or more shall be purchased by the SFWIB at the sole discretion of the SFWIB.
4. Procurement actions for office furniture (i.e. desks, chairs, file cabinets, etc.), regardless of costs, shall be purchased by the SFWIB at the sole discretion of SFWIB.
5. Procurement actions for computers must be purchased by the SFWIB. Any software application to be installed on computers purchased by the SFWIB must be purchased by the SFWIB. The procurement of computers and software is at the sole discretion of the SFWIB.

6. The Contractor shall not enter into Professional Services Agreements or subcontracts to render services described in **Exhibit A, Statement of Work**, without the prior written approval of the SFWIB.
7. Procurement actions shall be subject to federal, state and local laws related to nepotism, conflicts of interest and criminal and fraudulent activities.
8. The Contractor shall reimburse the SFWIB for any funds expended under this Contract when the Contractor does not or cannot produce the documents required to demonstrate, to the satisfaction of the SFWIB, that the procurement requirements of this Section have been followed.
9. The timeframe for submission of procurement requests shall be established by the SFWIB and shall be communicated to the Contractor in the form of written instructions. The Contractor shall submit an original completed, signed and dated procurement request form to the SFWIB as specified in the written instructions.
10. The Procurement Request Form and written instructions can be obtained by authorized users via the website at:

[http://intranet.careersourcesfl.com:18112/sites/intranet/requiredReports/Shared%20Documents/CSSF%20Docs/Procurement/CSSF\\_Service%20Provider%20Procurement%20Form.pdf](http://intranet.careersourcesfl.com:18112/sites/intranet/requiredReports/Shared%20Documents/CSSF%20Docs/Procurement/CSSF_Service%20Provider%20Procurement%20Form.pdf)

11. The Contractor shall reimburse the SFWIB for any procurement action resulting from the Contractor's submission of a procurement request as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.

**O. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

The Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act (P.L. 113-128 S. 502) will be American-made.

**P. INVENTORY**

The Contractor shall reconcile the general inventory of all property and equipment purchased with the SFWIB's funds. The timeframe for completion shall be established by the SFWIB and shall be communicated to the Contractor in the form of written instructions. The Contractor shall submit a completed, signed and dated Capital Inventory Report electronically to the SFWIB's Facilities Unit and forward the original hand delivered or mailed to the SFWIB's Facilities Unit as set forth in the written instructions.

Immediately upon discovery, the Contractor shall notify the SFWIB, in writing, of any property loss with the date and reason(s) for the loss.

The SFWIB shall conduct random and scheduled inventory reviews at the Contractor's location(s) throughout the program year. Upon request by the SFWIB, the Contractor shall reconcile the inventory. If discrepancies are discovered, and upon request by the SFWIB, the Contractor shall provide reimbursement to the SFWIB, based upon the SFWIB's depreciated value of the missing item(s).

The Contractor may utilize such property for another SFWIB-funded activity with the SFWIB's prior written approval. The Contractor may not sell, trade, transfer, dispose, or remove any property without the express written consent of the SFWIB.

Title (ownership) to all non-expendable property acquired with funds from this Contract shall be vested in the SFWIB and said property shall be transferred to the SFWIB upon completion or termination of this Contract unless otherwise authorized in writing by the SFWIB. Non-expendable property is defined as, but not limited to, equipment and office furniture.

Title to supplies and other expendable property shall vest in the Contractor upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other SFWIB federally-sponsored project or program, the Contractor shall retain the supplies for use on non-federal sponsored activities or sell them, with prior written approval of the SFWIB, but shall, in either case, compensate the SFWIB for its share of the supplies' value, as determined by a depreciated value. The amount of compensation shall be computed in the same manner as for non-expendable property.

**Q. FINANCIAL CLOSEOUT**

The Contractor shall comply with all provisions of the SFWIB's **Financial Closeout Procedures, Exhibit G**, attached hereto and incorporated by reference as if fully set forth herein, upon the expiration of this Contract. The Financial Closeout required by the SFWIB shall be completed and submitted not later than thirty (30) calendar days after the expiration of this Contract. Non-receipt of the required closeout package and adequate supporting documentation by the specified due date shall result in the disallowance of all costs included in the Financial Closeout.

Final line-item budget adjustment(s), by funding stream and function (administrative and programmatic), not including staff incentives shall be allowed to be submitted with the Financial Closeout, only if the variance(s) does not exceed 10% and the net effect of the changes is zero.

**Pursuant to the terms of this Contract and in consideration of the total amounts earned and paid to the Contractor for performance, upon submission of the Financial Closeout Package, the Contractor shall remise, release, and discharge the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from this Contract. The Contractor's submission of the Financial Closeout Package is a complete release and waiver of any and all liability, claims or causes of action that allegedly resulted from engagement of and/or performance under this Contract and acknowledges the SFWIB has fully performed and satisfied any and all of its obligations due under this Contract.**

**R. EXPENDITURE OF PUBLIC FUNDS FOR FOOD, BEVERAGE AND DINING ACTIVITY**

The Contractor shall comply with section 445.007(10), Florida Statutes, and with any policy promulgated in accordance with 445.007(10) by Workforce Florida, Inc., and the SFWIB. The Contractor shall not purchase with state or federal funds any food, beverage or dining activity. This prohibition does not affect reimbursements for meals consistent with any SFWIB approved travel policy. State and federal funds may be used to provide food, beverage or dining activities for workforce youth programs (those programs defined as "youth programs" under state or federal law) provided that participants are not reimbursed in excess of the state per diem amounts for the specific meal, or if contracted for by the SFWIB, that such expenditures for all food and beverage per person per meal (including any associated costs such as, but not limited to, sales tax and service) shall not exceed those amounts stated in section 112.061 (6)(b), Florida Statutes.

**S. EXPENDITURE FOR TRAVEL EXPENSES**

The Contractor shall comply with section 112.061 of the Florida Statutes, and with any policy promulgated in accordance with 112.061 by Workforce Florida, Inc., and the SFWIB. The statute and related policies contain specific guidelines with respect to authorization to incur travel expenditures, meals while on travel status, per diem allowances, allowed transportation expenditures, lodging, expense reimbursements and the use of travel advances. A copy of the State approved Travel Manual is available upon request and is posted on the Florida Department of Economic Opportunity (DEO) web site at: [www.floridajobs.org](http://www.floridajobs.org).

**T. SALARY & BONUS LIMITATION**

In compliance with Public Law 114-113, none of the funds appropriated in Public Law 114-113 or prior Acts under the heading "Employment and Training" that are available for expenditures shall 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, except as provided for under section 101 of Public Law 114-113. The incurrence of costs and receiving reimbursement for these costs under this Contract certifies that the Contractor has read the above special condition and is in compliance. This limitation shall not apply to vendors providing goods and services as defined in 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Executive Level II salary is \$187,000 effective January 2017, as established by the Office of Personnel Management, as set forth in the Salary Table, Rates of Pay for the Executive Schedule:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level>

The Contractor shall complete and submit on **March 1, 2018**, an **Annual ETA Salary Cap Analysis - Certification Form**, as set forth in **Exhibit E, Reporting Requirements**, to SFWIB certifying that the highest paid employees charged to this Contract are within the salary and bonus cap limit. The latest Certification Form can be obtained from the SFWIB's Finance Unit. Along with the Certification Form, copies of IRS W-2 forms and supporting documentation showing that employees are within the cap limit shall be submitted to the SFWIB. If an employee exceeds the ETA annual salary and bonus rate cap, a check must be issued in the name of the "South Florida Workforce Investment Board" for the amount of unallowable salary and bonus in excess of the cap limit along with supporting documentation indicating the ETA funding streams affected.

**U. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Contractor shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 78 FR 78590-01 (Dec. 26, 2013), as supplemented by 2 CFR Part 2900 (December 19, 2014).

**V. CONSTRUCTION AND RENOVATION OF FACILITIES USING FEDERAL FUNDS**

The Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

**W. ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS**

The Contractor shall comply with the requirements of the Administrative Provisions under Title I of the Workforce Innovation and Opportunity Act Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

**X. UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS**

The Contractor shall comply with the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (2 CFR §215.48).

Contracts for construction or facility improvements must require the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the contract or sub-contract exceeds \$100,000. Refer to the HHS rule requirements if the contract or subcontract exceeds \$100,000.

**END OF ARTICLE IV**

## ARTICLE V

### ASSURANCES AND CERTIFICATIONS

#### A. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The Health Insurance Portability and Accountability Act of 1996 requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with privacy policies and procedures of the entity or the requirements of 45 CFR § 164.530 (e) (1). Accordingly, it is the intention of the SFWIB to seek to ensure the confidentiality and integrity of consumer or employee Protected Health Information (PHI) as required by law, professional ethics, and accreditation or licensure requirements.

Any person or entity that performs or assists the SFWIB with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order (AO 10-11). HIPAA mandates privacy, security and electronic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the SFWIB of any unauthorized use or disclosure;
4. Assurances that any agents and subcontractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to the SFWIB for an accounting of any authorized and unauthorized disclosures; and
8. Making all internal practices, books and records related to PHI available to the SFWIB for compliance audits.

PHI shall be maintained in its protected and confidential status regardless of the form or method of transmission (paper records, and/or electronic transfer of data). The Contractor shall give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that may be made with PHI.

Customer and employee PHI shall be regarded as confidential and may not be used or disclosed except to authorized persons for authorized purposes. Access to PHI shall only be permitted for direct customer care, approved administrative or supervisory functions or with approval of the appropriate Contractor staff designated as the Privacy Officer, Executive Director or Human Resource Director of the Contractor.

#### B. **INCORPORATION OF COMPLIANCE WITH SPECIFIC APPROPRIATION 2006 OF THE 2011 GENERAL APPROPRIATIONS ACT PROVISIO AND 2011 APPROPRIATIONS IMPLEMENTING BILL REQUIREMENTS BY REFERENCE**

The requirements of "the Specific Appropriation 2006, and associated proviso, of the 2011 General Appropriation Act, section 445.007, Florida Statutes" set forth in **Attachment 5 (CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy)** attached hereto are incorporated herein by this reference and Contractor agrees to comply with the same. The Contractor shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 9**.

**C. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

The Contractor shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The full text of 2 CFR 175.15, **Award Term**, is provided as **Attachment 6**.

**D. CERTIFICATION REGARDING LOBBYING - FLORIDA STATUTE**

The Contractor shall comply with the provisions of Sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**E. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. §1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

**F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 and 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "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. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

**G. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

The Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

**H. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

As a condition for the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;

3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order (EO) No. 11246, "Equal Employment Opportunity" as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

**I. PUBLIC ENTITY CRIMES (§287.133, FLORIDA STATUTES)**

The Contractor shall comply with the Public Entity Crimes Act (§ 287.133, Florida Statutes) and the Contractor certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change of circumstances regarding this status. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

**J. SARBANES-OXLEY ACT OF 2002**

The Contractor assures that it shall comply with the two provisions of the Sarbanes-Oxley Act (SOX) that

apply to all corporate entities, including non-profit organizations. These two provisions are as follows:

1. It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).
2. It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).

The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

**K. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE**

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The Contractor shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

**L. SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN IRAN PETROLEUM ENERGY SECTOR LIST**

The Contractor agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the SFWIB may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

**M. DISCRIMINATORY VENDORS**

The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

1. Submit a bid on a contract to provide any goods or services to a public entity;
2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. Submit bids on leases of real property to a public entity; or
4. Be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or transact business with any public entity.

The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

**N. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the

Environmental Protection Agency (EPA). As applicable, the Contractor shall comply with the Clean Air Act and Federal Water Pollution Control, as amended.

**O. CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT**

The purpose of the Florida Clean Indoor Air Act is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in Section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Department of Health. The Contractor shall provide a completed **Certification Regarding the Florida Clean Indoor Air Act**.

**P. ENVIRONMENTAL TOBACCO SMOKE**

In accordance with Part C of P.L. 103-227, the "Pro-Children Act of 1994", smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Contractor shall provide a completed **Certification Regarding Environmental Tobacco Smoke**.

**Q. CHILD LABOR LAWS**

The Contractor shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Contract or modifications hereto.

**R. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS**

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits any state or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

**S. CHARITABLE CHOICE (45 CFR § 260.34)**

A state or local government in its use of federal TANF or state Maintenance of Effort (MOE) funds shall not, in the selection of service providers, discriminate for or against an organization that applies to provide, or provides TANF services or benefits on the basis of the organization's religious character or affiliation. No federal TANF or state MOE funds provided directly to participating organizations may be expended for inherently religious activities, such as worship, religious instruction, or proselytization.

A religious organization that receives federal TANF or state MOE funds shall not, in providing program services or benefits, discriminate against a TANF applicant or recipient on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If an

otherwise eligible TANF applicant or recipient objects to the religious character of a TANF service provider, the recipient is entitled to receive services from an alternative provider to which the individual has no religious objection.

If a non-governmental intermediate organization, acting under a contract or other agreement with a state or local government, is given the authority under the contract or agreement to select non-governmental organizations to provide federal TANF or state MOE funded services, the intermediate organization must ensure that there is compliance with the Charitable Choice statutory provisions and these regulations.

**T. VETERANS' PRIORITY PROVISIONS**

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), P.L. 107-288. The JVA provides priority of services to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. To obtain priority service, a person must meet the program's eligibility requirements. 20 CFR Part 1010 provides general guidance on the scope of the veteran's priority statute.

**U. COMPLIANCE WITH ENERGY EFFICIENCY PROVISION**

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**V. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT FOR THE PROCUREMENT OF RECOVERED MATERIALS.**

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

**W. ASSURANCES – NON-CONSTRUCTION PROGRAMS**

The Contractor shall provide a completed **Assurances - Non-Construction Programs, Attachment 8.**

**X. INTERGOVERNMENTAL PERSONNEL ACT**

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Sec. §4701). The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8.**

**Y. COMPLIANCE WITH THE HATCH ACT**

The Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds, if applicable. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8.**

**Z. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)**

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded

by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

**AA. COPELAND ANTI-KICKBACK ACT**

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

**BB. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

**CC. WHISTLEBLOWER'S ACT**

In accordance with section 112.3187(2), Florida Statutes, the Contractor 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 Contractor 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 of Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

**END OF ARTICLE V**



SIGNATORY FORM

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURES FOR: **Youth Co-Op, Inc.**  
PROGRAM ENTITLED: **"Youth Program: In-School (Monroe)"**  
CONTRACT NUMBER: **WS-YS-ISY-PY'17-06-00**  
CFDA NUMBERS: **WIOA YOUTH: 17.259**

(These Signatures shall be the same as those names that appear in the List of Authorized Signatures Provided in the Operational Documents on file with the South Florida Workforce Investment Board)

(For Use Only When Contractor Is a Corporation)

1a. *Maria Rodriguez* 1b. \_\_\_\_\_  
Signature of President or Vice-President  
9/28/17 \_\_\_\_\_  
Date Date

2a. Maria Rodriguez 2b. \_\_\_\_\_  
Typed Name of President or Vice-President

3a. President 3b. \_\_\_\_\_  
Full Title of President or Vice-President

4a. *[Signature]* 4b. \_\_\_\_\_  
Signature of Person Attesting Signature of Person Attesting  
Signature that Appears on Line 1a Signature that Appears on Line 1b

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

*[Signature]* 9/29/17  
Rick Beasley Date  
Executive Director, SFWIB

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- Attachment 2 – Confidentiality Agreement**
- Attachment 3 – Individual Non-Disclosure and Confidentiality Certification Form**
- Attachment 4 – Confidentiality Acknowledgement Form**
- Attachment 5 – CareerSource Florida State and Local Workforce Development  
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- Attachment 6 – Trafficking Victims Protection Act of 2000**
- Attachment 7 – Assurances and Certifications**
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- Exhibit A – Statement of Work**
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