

**WORKFORCE SERVICES
CONTRACT BETWEEN THE
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC.**

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

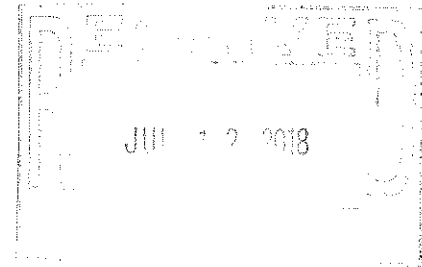
PASS THROUGH:	
DEPARTMENT OF ECONOMIC OPPORTUNITY	
CFDA	FAIN
TANF: 93.558	G1801FLTANF

AWARDING OFFICIAL CONTACT INFORMATION

Name: Rick Beasley
Title: Executive Director
Telephone Number: (305) 929-1500
Date of Notice: June 29, 2017
R&D: No

CONTRACTOR

Early Learning Coalition of Miami-Dade/Monroe, Inc.
2555 Ponce De Leon Blvd. Suite 500
Coral Gables, FL 33134
DUNS Number: 603628285



TITLE OF CONTRACTOR'S PROGRAM
"Child Care Services"

CONTRACT AMOUNT:
\$800,075.00

INDEX CODE NUMBER:
51713

CONTRACT NUMBER:
WS-SP-PY'17-13-00

CONTRACT PERIOD:
March 1, 2018 – 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 the **Early Learning Coalition of Miami-Dade/Monroe, Inc.**, hereinafter referred to as the "Contractor." This Contract establishes a relationship with the Contractor wherein the Contractor has agreed to provide Child Care Services to eligible individuals and accepts responsibilities and obligations based upon the terms and conditions as set forth in this Contract.

B. EFFECTIVE TERM

The term of this Contract shall commence upon **March 1, 2018**, irrespective of the date of execution, 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** Contract shall not exceed **\$800,075.00**.

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.

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 **Exhibit A, Statement of Work** . 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 - \$1,000,000.00 aggregate; \$1,000,000.00 per

occurrence. For individuals who provide professional services, including consultants, commercial general liability coverage in the amount of the Contract or \$50,000.00 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 \$500,000.00. 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 \$300,000.00. 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/Re-employment Assistance 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 \$50,000.00, 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 **Exhibit A, Statement of Work**, 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.

1. The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must satisfactorily complete a **Level 2** background screening and be eligible for employment prior to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work**. The Contractor shall furnish the SFWIB with proof that the employees, volunteers and subcontracted personnel who will be working for Contractor on this Contract are eligible for employment after the completion of Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.
2. 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.
3. 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.
4. 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 Statutes, 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 Statutes, whether such act was committed in this state or in another jurisdiction.
5. 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.
6. 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.
7. Upon learning that a current employee, volunteer, or subcontracted personnel is not eligible for employment based on the results of a Level 2 background screening or has a criminal history involving any of the allegations provided in Section 2 above or as outlined in section 435.04, Florida Statutes, the Contractor shall immediately remove such employee, volunteer, or subcontracted personnel from working in or for any SFWIB-funded program.
8. It is the responsibility of the Contractor to obtain an Originating Agency Identifier (ORI) number to perform background screening through the Florida Department of Law Enforcement (FDLE), Volunteer & Employee Criminal History System (VECHS) program. The Contractor shall notify the SFWIB that it has obtained/not obtained the required ORI number within **thirty (30)** days of contract award. The SFWIB reserves the right to perform background screening of Contractor's staff assigned to the SFWIB's CareerSource center(s) at Contractor's expense. The Contractor shall reimburse the SFWIB for any expense resulting from background screening of staff by the SFWIB as set forth herein. Such

reimbursement shall be deducted from any payments due to the Contractor.

9. 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.
10. It is the responsibility of the Contractor to provide the SFWIB an **Affirmation/Acknowledgement Form, Attachment 1, not later than July 30, 2018**, as set forth in **Exhibit E, Reporting Requirements**, which confirms the background screening, was completed for all current employees, volunteers and subcontracted personnel. The Affirmation/Acknowledgement Form must include the names of all person(s) screened, date of screening, and the Contractor's employment decision. 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.
11. 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.
12. If the Contractor fails to furnish the SFWIB with proof that an employee, volunteer or subcontractor completed a Level 2 background screening and was deemed eligible to be an employee, a volunteer or a subcontractor prior to Contractor authorizing the employee, volunteer or subcontractor to work or volunteer 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.
13. 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.
14. 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 **Exhibit A, Statement of Work** without submitting proof of satisfactory completion of Level 2 background screening to the SFWIB.
15. 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 the full cost of all investigations initiated on behalf of the Contractor to SFWIB within thirty (30) days of the Level 2 Background Screening.

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

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 individuals who are hired and 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 an **Exhibit B, Code of Business Ethics Affidavit**, 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

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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. 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.

E. 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 **Exhibit A, Statement of Work**;
2. The Contractor fails, in whole or in part, to maintain staffing in accordance with **Article III-Section N, Staffing Requirements** 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, Conditions Precedent** 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, Insurance** 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, Licensing** 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, Level 2 Background Screening** of this Contract;
9. The Contractor fails to comply with the Gratuities provision set forth in **Article I-Section N, Gratuities**;
10. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II-Section J, Notification of Legal Action** of this Contract;
11. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II-Section K, Other Notifications** 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, Abuse, Neglect and Exploitation Incident Reporting**, 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, Information Security Obligations** 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, Monthly Invoicing**, in accordance with the time periods set forth therein;
22. 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;
23. 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;
24. 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;
25. 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
26. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. JOINT PREPARATION

The Parties hereto acknowledge that they have sought and received competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

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, by:

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 the 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 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 V**.

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** 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 by the Contractor. It is the responsibility of the Contractor to ensure that adequate and timely reports are produced for internal performance monitoring purposes. 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. 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.

3. 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.

4. 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.

5. 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 by the Contractor 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. The Contractor's failure 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, 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
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, 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, 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.

All completed forms shall be retained as required herein in accordance with **Article III-Section I, Records Retention** 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 Florida 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 who has access to client information through the Employ Miami-Dade (EMD)/Employ Monroe (MD), 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 Florida 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 with the appropriate system form, as follows:
 - EMD/EM/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 (NOT APPLICABLE)

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.

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, in its sole discretion, reserves the right, 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. 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 Program Costs**, attached hereto and incorporated by reference as if fully set forth herein.

The Contractor agrees that **Exhibit H, Budgets for Program Costs**, attached hereto and incorporated by reference as if fully set forth herein, supports 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.

The Contractor shall be allowed to shift funds within the Contractor's program line item budget. Notwithstanding the above, variances greater than: (1) fifteen percent (15%) in any budgeted position salary; (2) fifteen percent (15%) (but not less than \$950.00) in any line item, shall require the SFWIB's Executive Director's prior written approval.

The SFWIB's approval of **Exhibit H, Budgets for 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, not later than June 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**.

H. 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 **Exhibit I, Contract Invoice**, attached hereto and incorporated by reference as if fully set forth herein, **General Ledger** and **a Detail Report or Register indicating the names of each of the eligible individuals receiving child care and the corresponding amounts paid**.

The SFWIB must receive the original invoice package not later than the **seventh (7th)** business day of the month following the month in which all contracted services stipulated in the Contract 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 **a Detail Report or Register indicating the names of each of the eligible individuals receiving child care and the corresponding amounts paid** in a manner deemed correct and acceptable by the SFWIB and by the **seventh (7th)** 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.

I. LATE INVOICING

Invoices submitted after the due date (the **seventh (7th)** 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.

J. 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 the 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 and Exhibit AA**, 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
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.

K. 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.

L. 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 \$5,000.00 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.

M. FINANCIAL CLOSEOUT

The Contractor shall comply with all provisions of the SFWIB's **Exhibit G, Financial Closeout Procedures**, 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 ten percent (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 related to, 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.

N. 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.

O. EXPENDITURE FOR TRAVEL EXPENSES

The Contractor shall comply with section 112.061, 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.

P. 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).

Q. 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.

R. 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).

S. 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 \$100,000.00. Refer to the HHS rule requirements if the contract or subcontract exceeds \$100,000.00.

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 PROVISO 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 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 \$100,000.00 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 (c) 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 (SECTION 287.133, FLORIDA STATUTES)

The Contractor shall comply with the Public Entity Crimes Act (section 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

The Contractor agrees that if this Contract is for more than \$150,000.00, the Contractor shall 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 \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; 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 \$2,000.00

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 Contractor shall comply 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 \$100,000.00 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: Early Learning Coalition of Miami-Dade/Monroe, Inc.
PROGRAM ENTITLED: "Child Care"
CONTRACT NUMBER: WS-SP-PY'17-13-00
CFDA NUMBERS: TANF: 93.558

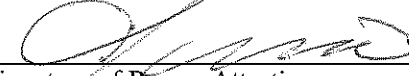
(These Signatures shall be the same as those names that appear in the List of Authorized Signatures Provided in the Operational Documents on file with the South Florida Workforce Investment Board)

(For Use Only When Contractor Is a Corporation)

1a.  1b. _____
Signature of President or Vice-President
6/29/18 _____
Date Date

2a. Eugenio Torres 2b. _____
Typed Name of President or Vice-President

3a. Chief Executive Officer 3b. _____
Full Title of President or Vice-President

4a.  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

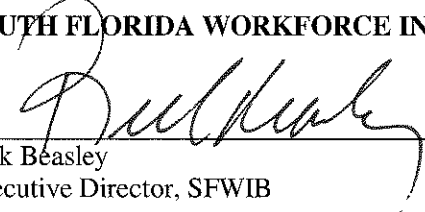
 _____
Rick Beasley Executive Director, SFWIB
Date 6/29/18

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EXHIBITS:**Attachment 1 – Affirmation/Acknowledgement Form****Attachment 2 – Confidentiality Agreement****Attachment 3 – Individual Non-Disclosure and Confidentiality Certification Form****Attachment 4 – Intentionally Blank**

**Attachment 5 – CareerSource Florida State and Local Workforce Development
Board Contracting Conflict of Interest Policy**

Attachment 6 – Trafficking Victims Protection Act of 2000

Attachment 7 – Assurances and Certifications

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Attachment 9 – Disclosure and Certification of Conflict of Interest in a Contract

Exhibit A – Statement of Work

Exhibit B – Code of Business Ethics Affidavit

Exhibit C – Intentionally Blank

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Exhibit E – Reporting Requirements

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Exhibit H – Budget for Program Costs

Exhibit I – Contract Invoice

AFFIRMATION/ACKNOWLEDGEMENT FORM

_____ affirms and acknowledges that a Level 2 Background screening
(Name of Contractor)
 was conducted for the following employees with the employment decision indicated below:

Name of Employee	Hire Date	Screening Date	Terminated (Yes/No)	Termination Date	Criminal History Information* (Yes/No)

_____ ****Name and Title of Authorized Representative**

_____ **Signature of Authorized Representative**

_____ **Signature of Authorized Representative**

_____ **Date**

* If background screening indicates an employee has criminal history information, the results may be submitted by CSSF Administration for review and determination by IT Unit of system access.
 ** The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named above.

CONFIDENTIALITY AGREEMENT

Department of Economic Opportunity (DEO) policy concerning safeguarding confidential information obtained from applicants, participants, employers and other sources is based on legislative direction and federal and state statutes and rules. These confidential records may include, but not limited to, personal identifying information of program applicants, recipients, or participants such as names, social security numbers, payroll information, employer information and resource and referral information, which are private and confidential under federal and state laws and rules, including 20 Code of Federal Regulations (CRF) 603.9, 45 CRF 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1) Florida Statutes (F.S.), and rule 73B-1, Florida Administrative Code (FAC).

Disclosure of this information, including information received electronically, by phone calls or other communication is protected by law. The **Contractor** shall not disclose or allow access to this information unless such action is required and necessary for the performance of official duties pursuant to any contract or agreement awarded to the **Contractor** by South Florida Workforce Investment Board (SFWIB).

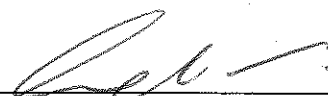
In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Contractor** agrees to instruct all personnel having access to any disclosed information about the confidentiality requirements of the information, the requirements of 20 CFR 603.9(b), 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1), F.S., the potential criminal charges individuals could face if convicted for the willful unauthorized use or disclosure of the information specified in sections 775.082 or 775.083, F.S.; agrees to store and process this information in such a way that unauthorized persons cannot view or obtain the information by any means; and agrees to dispose any confidential information obtained, and any copies thereof made by the **Contractor** or its employees or agents after the purpose for which the information is disclosed is served in accordance with the provisions of 20 CFR 603.9(b)(vi).

By signing this agreement, the **Contractor** agrees to abide by DEO, state and federal statutes, policies and rules described above, and SFWIB policies and procedures, and that the **Contractor** and any of its employees or agents will not release or disclose any confidential information while providing services for SFWIB.

Confidential Information Certificate

I have reviewed the foregoing and my signature below indicates I understand the requirements described above and accept responsibility for complying with it.

Early Learning Coalition of Miami-Dade County, Inc.
Company Name (type or print)


Authorized Representative signature

6/20/16
Date

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who receive public assistance, employment and unemployment insurance records maintained by the Department of Economic Opportunity (Department or DEO) made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other personally identifiable information), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
3. I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access systems to which I have been granted access, I will immediately notify the South Florida Workforce Investment Board's (SFWIB) Security Officer.
5. I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
6. I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
8. I will not share with anyone any other information regarding access to the systems unless I am specifically authorized by the SFWIB.
9. I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.

CONFIDENTIALITY ACKNOWLEDGEMENT

As a representative of FLORIDA (Contractor's Name) providing services to the **South Florida Workforce Investment Board (SFWIB)** under contract number US-SP-R1-17-13-CO for the purpose of provision of Workforce Services, I understand that I may have access confidential Reemployment Assistance (RA) information in meeting contractual obligations. By signing this form, I acknowledge that I will adhere to the State of Florida's RA confidentiality provisions specified in section 443.1715, Florida Statutes (F.S.) and 20 Code of Federal Regulations (CFR) Part 603.9. I understand that any individual that receives confidential Florida RA information who violates the provisions of the Florida statutes stated above commits a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, F.S.

In complying with these provisions, I further acknowledge the following:

1. I have been instructed on the confidentiality of the Florida RA information for which I may be exposed and the confidentiality requirements specified in section 443.1715, F.S.
2. I acknowledge, understand, or affirm I shall only use confidential RA information gathered, used, or seen for the limited purposes specified in the statement of work of contract: ENLIGHTEN SERVICES or as otherwise authorized by law in order to perform my official duties required by the contract and shall not use such information for any other purpose.
3. I acknowledge, understand, or affirm that confidential RA information may only be disclosed in accordance with the provisions of section 443.1715, F.S.
4. I acknowledge, understand, or affirm that confidential RA information shall be stored in a place physically secure from access by unauthorized persons.
5. I acknowledge, understand, or affirm that confidential RA information in electronic format, such as magnetic tapes or discs should be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computers, remote terminals or other means.
6. I acknowledge, understand, or affirm that I must take precautions to ensure that only authorized personnel are given access to confidential RA information.
7. I acknowledge and understand that making a false representation in order to obtain a social security number in violation of section 119.0721, Florida Statutes, commits a felony of the third degree, punishable as provided in section 775.082 or section 775.083, Florida Statutes.

I hereby certify that I have read and understand this acknowledgment and I have received any necessary clarification from my supervisor. I also understand that any violation of these laws or requirements may result in disciplinary action(s) by my supervisor and/or criminal prosecution.

Signature

Date

Evelio Torres
Printed Name of Representative

6/29/18
Date
Early Learning Coalitions Miami-Dade
Printed Name of Company
Monroe



**STATE AND LOCAL WORKFORCE DEVELOPMENT BOARD
CONTRACTING CONFLICT OF INTEREST POLICY**

BACKGROUND

The following policy was established in accordance with proviso language for Specific Appropriation 2214 of the 2010 General Appropriations Act and the 2010 Appropriations Implementation Bill and continued in accordance with Specific Appropriation 2006 of the 2011 General Appropriations Act.

The proviso language for Specific Appropriation 2006 prohibited the use of state or federal funds by a regional workforce board "for any contract exceeding \$25,000 between a regional workforce board] and a member of that board that has any relationship with the contracting vendor, unless the contract has been reviewed by the Agency for Workforce Innovation and [CareerSource Florida, Inc. (CSF)]" The proviso language was incorporated into and made a part of this policy.

This policy was modified in 2011 to prohibit a contract between local workforce development boards (local) and their board members or other persons or entities that may benefit financially from a contract (as defined in paragraph I(g) below), providing four exemptions to the prohibition to allow the workforce boards to provide statutorily-mandated services.

This policy was again modified in 2012 to comply with the Legislature's adoption of Chapter 201229, Laws of Florida, requiring contracts under \$25,000 to be reported to CSF and requiring that contracts with relatives of workforce board employees be approved by a two-thirds vote and go through the review and approval process.

The policy currently complies with section 445.007(1) and (11), Florida Statutes.

POLICY

I) Definitions

For the purposes of this policy, the following definitions apply:

- a) "Board" means one of Florida's 24 local boards or CSF.
- b) "Contract" means a written agreement funded by state or federal funds, to which a local board or CSF is one of the parties. It includes the initial contract and all amendments, renewals or extensions. For the purposes of this policy, "contract" includes the proposed contract. This term does not include:

- j) "Employee" means a person employed full-time by a local board working in a managerial or supervisory capacity or who has direct contract management or direct fiscal involvement with the contract being voted on by a board.
- k) "Relative" is defined as "father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law." Section 12.3143(1)(c), Florida Statutes.
- l) "Utility services" include telephone, cable, electricity, water, gas, waste and sewage services, and other similar services.
- m) "Federal, state or other governmental workforce programs" means Incumbent Worker Training (section.445.003(3)(a)(3), F.S.), Quick Response Training (Section 288.047, Florida Statutes), Employed Worker Training, On the Job Training, customized training and other career center training provider services.

II) Prohibition Against a Board Contracting with its Board Members

No board (CSF or a local board) shall enter into a contract with its board members, with organizations represented by its board members or with entities in which its board members have a relationship with the contracting vendor.

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

- a) A contract with an agency (as defined in section 112.312(2), Florida Statutes, including, but not limited to, those statutorily required to be board members) when said agency is represented by a board member and said member does not personally benefit financially from such contracts.
- b) A contract with a board member or a vendor (when a board member has any relationship with the contracting vendor) in which the contract relates to that member's appointment to the board under section 107(a)(2), Public Law 113-128, Workforce Innovation and Opportunity Act of 2014 (WIOA).
- c) A contract with a board member receiving a grant for workforce services under federal, state or other governmental workforce programs.
- d) A contract between a board and a board member which is not exempted under paragraphs II(a), II(b) or II(c) in which the board documents exceptional circumstances and/or need and the board member does not personally benefit financially from the contract. Based upon criteria developed by CSF, DEO shall review the board's documentation and assure compliance.
- e) Each contract that is exempted from the general prohibition in paragraph II must meet the requirements set forth in paragraph III below, including, but not limited to, the

- f) Contracts with a board member or other persons or entities who could benefit financially from the contract (as defined in paragraph l(g) above) in which the board will receive monies or other compensation (such as a board member paying rent to the board or paying for board services) are exempt from this policy.
- g) The term "contract" includes the initial contract and all amendments, renewals, or extensions. Renewals or extensions of contracts with a board member or persons or entities who could benefit financially from said contract must be approved under the same procedure as original contracts. Any amendments to a contract that could benefit financially a board member or another person or entity (as defined in paragraph l(g) above) must be approved under the same procedure as if the amendment were an original contract. Any amendments that do not benefit financially a board member or other person or entity (as defined in paragraph l(g) above) may be approved by a regular majority vote when there is a quorum according to board rules and/or bylaws.
- h) All other requirements of section 445.007, Florida Statutes, must be met. For example, a board member must continue to disclose any conflict of interest in a manner that is consistent with the procedures outlined in section 112.3143, Florida Statutes.
- i) To comply with the requirements of section 445.007, Florida Statutes, a board's policy shall advise and require board employees to disclose known conflicts of interest and notify the board of any contracts which may benefit them personally or their relatives. To comply with the requirements of section 445.007, Florida Statutes, a board's policy shall advise and require all parties to a contract to disclose all known conflicts of interest and notify the board of all board members or other persons or entities known to benefit financially from the contract (as defined in paragraph l(g) above).
- j) A contract that is initially subject to the requirements of section 445.007, Florida Statutes, due to a board member's, an employee's, an employee's relative's, or another person's or an entity's conflicts of interest at the time of approving the contract is not subject to these procedures after the departure of the member from the board membership, the departure of the employee from the board's employment or other actions have removed the conflicts of interest.
- k) The above requirements do not eliminate or diminish a board's obligations to comply with the "conflict of interest" provisions under section 101(f), Public Law 113-128, (WIOA).

IV) Review Criteria

Contracts equal to or greater than \$25,000 with a board member or other person or entity who could benefit financially from the contract (as defined in paragraph l(g) above) must be reviewed by DEO to ensure that these requirements have been met:

- j) Other information as specified on the contract information form.

DEO and CSF will review this documentation to ensure compliance with the statutory requirements listed in paragraph III above. Failure to timely provide all required documentation or failure to complete the form shall result in immediate disapproval of the contract and require resubmission of documentation and form. DEO will electronically submit in writing to CSF, within five (5) business days of receiving all of the required documentation, its recommendation of whether the statutory requirements were met. CSF will then electronically transmit in writing within three (3) business days after receipt of DEO's written recommendation its approval or disapproval.

The board may not execute the contract until CSF approves the contract. However, the contract must be executed and performance begun within a reasonable time following approval. Seeking "blanket" approval for potential future contracts with board members is not within the spirit of the policy and all such attempts shall be denied.

VI) Request for Review When Contract Approval Is Denied

A party to the contract may request a review of CSF's disapproval of a contract. Strict compliance with the following procedures is required:

- a) The request for review must be in writing, must state specific grounds for review and must provide all information required for review of the stated grounds. Failure to state specific grounds may be cause for denial of the request without further review.
- b) The request for review must be received by CSF not later than ten (10) calendar days from the date of CSF's denial. The request may be submitted electronically to CSF's administrative entity for contract review, the Department of Economic Opportunity (DEO), through the email address WorkforceContract.Review@deo.myflorida.com or directly to CSF by any other means of delivery, i.e. mail service, hand delivery, facsimile. etc.. Any request for review that is not received by CSF or DEO within this timeframe will be rejected without further consideration.
- c) Within seven (7) calendar days of receipt, the CSF President or designee will issue a final decision on the request for review. The Chair of the CSF Board of Directors or its Board of Directors may direct the President to present such reviews to the Executive Committee. No review under this policy will be presented to the CSF Board of Directors unless, at the discretion of the Chair, such full board review is deemed to be necessary.

VII) Effective Dates of Policy

- a) These modifications shall be in effect upon CSF's adoption at its May 17, 2017, Board of Directors meeting.

Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g))
2 CFR § 175.15, Award Term

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not--
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or sub-awards under the award.
2. The Department of Labor, Federal awarding agency, may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity—
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR part 376.

b. Provisions applicable to a recipient other than a private entity. *The Department of Labor may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity—*

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR part 376.

ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Contractor has failed to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)**
- B. Certification Regarding Lobbying (29 CFR Part 93)**
- C. Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)**
- D. Non-discrimination and Equal Opportunity Assurances (29 CFR Part 38)**
- E. Certification Regarding Public Entity Crimes (section 287.133, Florida Statutes)**
- F. Sarbanes-Oxley Act of 2002**
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- H. Scrutinized Companies Lists Certification (section 287.135, Florida Statutes)**
- I. Discriminatory Vendors (section 287.134, Florida Statutes)**

By signing the agreement, the Contractor is providing the above assurances and certifications as detailed below:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor certifies to the best of the Contractor's knowledge and belief, to the following:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
2. The Contractor has not, within a three-year period preceding this application/proposal/contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. The Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and
4. The Contractor has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall comply with the language of the certification with regards to the Contractor's subcontractors. The Contractor shall ensure and require the same certification from its subcontractor(s), which shall be forwarded to the SFWIB along with the request to subcontract as required by this solicitation/Contract.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall submit an explanation to the SFWIB attached to this form.

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.

E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, FLORIDA STATUTES

The Contractor hereby certifies that neither the Contractor, nor any person or affiliate of the 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 in circumstances regarding this status.

F. SARBANES-OXLEY ACT OF 2002

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, sections 1102 and 1107, set forth by the Act, the United States Code Title 18, sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Contractor assures that the Contractor will comply with the Sarbanes-Oxley Act provisions as set forth below:

Provisions of the Act – Title XI – Corporate Fraud Accountability

Section 1102 – Tampering with a record or otherwise impeding an official proceeding – “Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object’s integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both”.

Section 1107 – Retaliation against Informants – “Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any federal offense, shall be fined under this title or imprisoned not more than 10 years, or both”.

G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117)

As a condition of a contract, the Contractor assures that the Contractor will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 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.

H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135. FLORIDA STATUTES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified in the section entitled “Contractor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with 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.



DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I, _____, a board member / an employee of the board (circle one) hereby disclose that:

I, myself / my employer / my business / my organization/ OR "Other" (describe) _____ (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: _____

Contractor Name & Address: Early Learning Coalition of Miami/Dade-Monroe
2555 Ponce de Leon Blvd, Coral Gables FL, 33134

Contractor Contact Phone Number: 305-434-646-7220

Description or Nature of Contract: child care services

Description of Financial Benefit*: N/A

For purposes of the above contract the following disclosures are made:

The contractor's principals**/owners***: (check one)

have no relative who is a member of the board; OR
 have a relative who is a member of the board, whose name is: _____

The contractor's principals**/owners*** is is not (check one) a member of the board. If applicable, the principal's/owner's name is: _____

[Signature]

Signature of Board Member/Employee

Evelio Torres

Print Name

6/29/18

Date

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

** "Principal" means an owner or high-level management employee with decision-making authority. *** "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S VOTING TO APPROVE THE CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERCEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, F.S. OR SECTION 101(f), WIOA.

STATEMENT OF WORK
Early Learning Coalition
PY'17-18

The Contractor does hereby agree to provide and comply with the conditions for Child Care Services as described herein.

I. Introduction

Florida's Early Learning Coalitions are mandated by State Statute and are tasked by the Legislature with administering state and federal early education programs, and to comply with high standards for child safety and program content. The Contractor administers all child care funding from the State of Florida to Miami-Dade/Monroe County to provide child care services for:

- a. Infant, toddler, and pre-school programs;
- b. Programs for school-age children, including before and after school, full-day, and summer care programs; and
- c. Families transitioning from welfare

The Early Learning Coalition of Miami-Dade/Monroe (Contractor) shall work in partnership with the SFWIB to include the children of Transitional Child Care (TCC) eligible customers as one of the Contractor's enrollment priorities.

II. Services to be provided

The Contractor shall:

1. Provide childcare services to no less than **2,971** eligible TCC customers/children.
2. Ensure that TCC eligible customers are given priority for childcare services.
3. Monitor the SFWIB-funded childcare services.
4. Provide a report to accompany the Contractor's invoice detailing the customer category of services accompanied by a parent/child cross-reference report.

III. Method of Payment

The SFWIB shall pay the Contractor for allowable expenditures incurred pursuant to the terms of this contract.

Invoices shall be submitted in accordance with **Article IV, Section J** of the contract.

All invoices shall have original signatures of persons authorized to sign invoices in accordance with the organizational responsibilities document.

CODE OF BUSINESS ETHICS AFFIDAVIT

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: [Signature] Date 6/28 2018
 Signature of Affiant Date

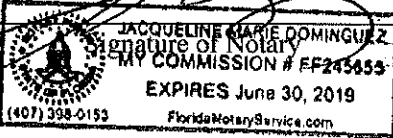
Evelio Torres 615-1112121410161
 Printed Name of Affiant and Title Federal Employer Identification Number

Early Learning Coalition of Miami-Dade/Monroe, Inc.
 Printed Name of Firm

2555 Ponce de Leon Blvd, suite 500, Coral Gables, FL 33134
 Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 28 day of June, 2018

He/She is personally known to me or has presented Florida Drivers License as identification.
Type of identification

[Signature]

 Print or Stamp Name of Notary

Commission # FF24 5655
 Serial Number

June 30, 2019
 Expiration Date

Notary Public -- State of Florida

Notary Seal

**REPORTING REQUIREMENTS
EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC.**

Report Description	Due Date	Number of Copies	Submit to:
Background Screening Affirmation/Acknowledgement Form	Not later than July 30, 2018	1 (Original)	Quality Assurance
Required Program Reports			
Child Care Report on Services to TANF Customers (Attachment 1)	Not later than 30 days after contract termination	1 (Electronic)	Adult Programs

DEFINITIONS

Administrative Costs: Costs that are associated with the overall management and administration of the program and are not related to the provisions of services to participants.

Administrative Entity: The South Florida Workforce Investment Board (SFWIB).

Adult Programs: Workforce Innovation and Opportunity Act (WIOA) Adult, WIOA Dislocated Worker, Wagner Peyser, Supplemental Nutrition Assistance Program Employment and Training, CAP and Refugee Employment and Training are the Adult Programs for South Florida Workforce Investment Board.

Allowable Costs: Those costs which are necessary, reasonable and allowable under applicable Federal, state and local law for the proper administration and performance of the services to be provided under this Contract. The Contractor payments or reimbursements under this Contract are for allowable costs only.

Appropriate signatory: The appropriate signatory for the business shall be either the owner where the business is incorporated; a partner where the business is a partnership; or an officer if the business is a corporation.

Audit: A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Contractor's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with.

Background Screening: Search of an individual's criminal records. A background check may include the search of driving records, former employer references, character references. Background screenings shall comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel.

Business Day: A regular work day, Monday through Friday, from 8:00 a.m. to 5:00 p.m. local time in Miami, Florida other than Saturday, Sunday, or a holiday recognized by the SFWIB.

Career Advancement Program (CAP): Former Welfare Transition Program.

Career Centers: Former One Stop Career Centers. The cornerstone of the workforce system, a center that delivers unified training, education, and employment programs and services into a single, customer-friendly system within each community.

Code of Federal Regulations (CFR): A codification of general and permanent rules/regulations that have been compiled by the Office of the Federal Register and is divided into fifty (50) titles, which cover broad areas subject to Federal regulation.

Commercial Organization: A private for profit entity.

Computer: an internally programmed, automatic device that performs data processing. Refers to the desktop and laptop computers that most people use. When referring to a desktop model, the term "computer" as used herein refers to the motherboard, CPU, memory (or RAM), hard drive, video card, monitor, keyboard, mouse, and all other components attached and/or contained within the case.

Computing devices: machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. (2 CFR Part 200.20)

Contractor: The organization that enters into a contract with SFWIB.

Cost Allocation Plan: A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

Data: a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions. Data may be in any form, in storage media or stored in the memory of the computer or in transit or presented on a display device.

Data in Transit: Data being transferred via the following, but not limited to, networks (e.g. the Internet), mobile telephones, wireless microphones, wireless intercom systems, Bluetooth devices, etc.

Data Storage: The act of saving electronic, audio/visual, oral, and written information to an electronic or conventional location for archival purposes.

Data Transmission: The act of sending electronic, audio/visual, oral, and written information to a specified location(s).

Department of Economic Opportunity (DEO) formerly Agency for Workforce Innovation (AWI): The State of Florida agency that administers funds and programs from the U. S. Department of Labor and Health and Human Services.

Disability Coordinator/Disability Navigator: The assigned staff is responsible for ensuring that the Career Center provides seamless and comprehensive services to persons with disabilities; increasing employment and self-sufficiency for Social Security beneficiaries and others with disabilities; facilitating access to programs and services to individuals with disabilities; and facilitating linkage to the employer community.

Early Learning Coalition (ELC): Former School Readiness Coalition. Florida's early learning coalitions are tasked by the legislature to administer state and federal early education programs, and to comply with high standards for child safety and program content.

Electronic Data Systems: see Information Technology Systems.

Eligible or Eligibility: Refers to an individual's or business' status in relation to their ability to meet established criteria in order to receive services under the WIOA, TANF or any SFWIB funded program.

Indirect Cost Proposal: the documentation prepared by an organization to substantiate its claim for the reimbursement of indirect costs. This proposal provides the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.

Indirect Cost Rate: An indirect cost rate is a percentage (indirect cost pool/direct cost base) used to distribute indirect costs to all cost centers benefiting from those costs.

Information Systems: see Information Technology Systems.

Information Technology Systems: computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. (2 CFR Part 200.58)

Intake: Eligibility determination, initial data collection, and pre-employment or work adjustment counseling services, including orientation, work activities, employment preparation for WIOA Adult and Dislocated Adults and CAP or TANF program customers.

Management Information System (MIS): Refers to a computer-based system designed to store, transmit, and process client data to support the activities of the program and to provide managers with the tools for organizing, evaluating and efficiently run the program. (i.e. EFM, OSST, WFMS, etc.)

Modification: A letter or formal modification executed by both parties which provides for a change to the terms and conditions of this Contract or to the services to be provided under this Contract.

One Stop Service Tracking (OSST): The One Stop Service Tracking system (OSST) is the case tracking system for the CAP and SNAP programs to track case management activities and to provide data for state and federal level reporting.

Participant: An individual that has been determined eligible to participate in and who is receiving services from a program covered by this Contract.

Performance Improvement Plan (PIP): A plan to improve performance set forth by South Florida Workforce that will remain until the deficiency(s) is/are corrected.

Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA): Public Law 104-193: Federal Law that went into effect in October of 1996 which eliminated the open-ended federal entitlement program, Aid to Families with Dependent Children (AFDC), and replaced it with the Temporary Assistance for Needy Families (TANF) block grant. The TANF legislation changed the nation's welfare system from the receipt of cash assistance as an entitlement to one that requires work in exchange for time-limited assistance.

Priority of Service to Veterans: Provisions taken to ensure veterans and covered persons are provided employment and training services within the integrated employment service and one-stop delivery system.

Program: Activities and services to be provided by the Contractor under and pursuant to this Contract.

Program Cost: The contractor's cost to deliver the contracted services excluding administrative costs. Costs associated with the management of the program funded by this contract that directly and immediately benefit program customers and are necessary for effective delivery of services.

Program Income: Interest earned on any advances under this Contract, income generated as a result of use or fees charged for the rental of real or personal property, fees for services performed, conferences, the sale of commodities or items developed with contract funds, or from the participants activities under the contract except for OJT, or revenue in excess of costs earned by organizations other than commercial organizations.

Program Year: The period between July 1 of a calendar year and June 30 of the following calendar year.

PRWORA: See Personal Responsibility and Work Opportunity Reconciliation Act for definition.

Referral: To direct an individual or program participant to another contractor, community based organization or agency or other community resources to receive services, information or assistance.

Self-sufficiency: The minimum amount of cash resources needed in order for a family to meet its basic needs and become self-sufficient.

Service Partners (SP): Contractors.

South Florida Workforce Investment Board (SFWIB): In March of 2006, the Miami-Dade Board of County Commissioners adopted Resolution R-315-06 which approved an Interlocal Agreement between the two chief elected officials of Miami-Dade and Monroe counties. The approval of this Interlocal Agreement, created the South Florida Workforce Investment Board (SFWIB) and its current administrative structure.

Statement of Work (SOW): Describes the work to be performed by the Contractor under the terms and conditions of this Contract.

Storage device: A computer storage device is any type of device or hardware that is capable of storing data and includes, but is not limited to laptops, hard drives, external hard drives that connect via Firewire and USB, disks, Flash memory devices, such as USB keychain drives or iPod nanos, MP3 players, digital cameras, compact flash and SD cards, tape drives, personal digital assistants (PDA's), smart phones, etc.

Support Service: Services such as transportation, childcare, housing assistance that is necessary to enable an individual to participate in program activities.

Target Population: Groups of actual and potential users appropriate to a funding stream as the recipient of a specific service(s) or as the primary users of specific a Career Center. The target population may be the population to be served by the Career Center, a specific group within that population, or some other group that the South Florida Workforce is aiming to serve.

Temporary Assistance for Needy Families (TANF): The October 1996 PRWORA eliminated the open-ended federal entitlement program, Aid to Families with Dependent Children (AFDC), and replaced it with the Temporary Assistance for Needy Families (TANF) block grant. The TANF legislation changed the nation's welfare system from the receipt of cash assistance as an entitlement to one that requires work in exchange for time-limited assistance.

Veteran: For the purposes of implementing priority of service, the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132 of the "Jobs for Veterans Act" Public Law 107-288 (38 USC 4215) requires that program operators use the broad definition of veteran found in 38 U.S.C. 101(2). Under this definition, the term "veteran" means a person who served at least one day in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2).

Welfare Transition (WT): See the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) (Locally referred to as Career Advancement Program or CAP).

Workforce Innovation and Opportunity Act (WIOA): Legislation that laid the framework for delivery of workforce services at the state and local level to job seekers who need the services. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

FINANCIAL CLOSEOUT PROCEDURES

I. Purpose

The purpose of this procedure is to document and provide guidance to Contractors and the South Florida Workforce Investment Board's (SFWIB) staff on the required process to close out contracts at the expiration or termination date.

II. Policy

- A. Contractors shall complete and submit a Financial Closeout for each contract on or before thirty (30) calendar days after the contract expires, or upon termination of the contract. For example, if the contract expires June 30, the Financial Closeout will be due to the SFWIB on or before July 30.
- B. If the Contractor's Final Expenditure Report indicates that payments were made to the Contractor in excess of the actual costs of providing contracted services or if the actual expenditures surpass the budgeted amount, the Contractor shall refund the difference to the SFWIB forthwith. If the Contractor does not repay the difference within thirty (30) calendar days following the SFWIB's notification of overpayment, the SFWIB will charge the Contractor the lawful rate of interest on the outstanding amount.
- C. The following required Financial Closeout documents shall be submitted by the Contractor:
 - 1. Final Expenditure Report (**Enclosure 1**)
 - 2. Year to Date General Ledger for the SFWIB's expenditures only
 - 3. List and Number of Participants Serviced with the expenditure amount
- D. Upon the request of the Contractor, the SFWIB's Accountant will provide technical assistance on completing the Financial Closeout.
- E. Contractors shall complete and submit to SFWIB an annual fiscal audit report within six months after the end of the fiscal year and in compliance with 2 CFR Chapter II, Subpart F, §200.512(a).

D. **Completion of Financial Closeout**

1. **Final Expenditure Report (Enclosure 1):**

The Contractor shall submit an actual expenditure report within thirty (30) days following the end of the contract. This report shall reflect:

- A summation of the cumulative expenditures incurred by the Contractor for providing the contracted services.
- A summation of the cash reimbursements and credits received by the Contractor for providing the contracted services.
- The difference between the approved expenditures and the reimbursements received by the Contractor. This difference will reflect either an amount that is due and payable to the Contractor or an overpayment that the Contractor received that is due and payable to the SFWIB.

3. **Participant Information:** a list with the names and expenditure of the participants serviced with a total number of those served

E. The SFWIB's Accountant Responsibility

The SFWIB's Accountant assigned to the contract will provide technical assistance to complete the Financial Closeout upon request.

The SFWIB's Accountant will perform the following functions:

1. Verify that all required enclosures are completed accurately, signed and dated.
2. Verify Contractor's total expenditure against the financial records and the budget amounts to confirm there are no overages.

FINAL EXPENDITURE REPORT

Contractor Name: _____	Prepared By: _____
Program Name: _____	Index Code: _____

CUMMULATIVE PROGRAM EXPENDITURES

Year to Date Expenditures Approved by SFWIB (from Payment Requests)	\$ -
Purchases made by the SFWIB on behalf of the Contractor	\$ -
Less: Year to Date Late Invoicing Amount	\$ -
Total Expenditures	\$ -

CUMMULATIVE PAYMENTS

Year to Date Cash Payments Received from SFWIB	\$ -
Purchases made by the SFWIB on behalf of the Contractor	\$ -
Total Payments	\$ -

BALANCE DUE TO CONTRACTOR (if not applicable enter zero)	\$ -
or	
BALANCE DUE FROM CONTRACTOR (if not applicable enter zero)	\$ -

Please detail any balance(s) due from Contractor by invoice packages: _____

Pursuant to the terms of this Contract between the Contractor listed above and the SFWIB, and in consideration of the total amounts earned and paid to the Contractor for performance, which equals \$ _____ the Contractor does 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.**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Name of Official Authorized to Sign the Contract

Signature of Official Authorized to Sign the Contract /Date

PROGRAM BUDGET AND NARRATIVE

Child Care Services	\$800,075	Transitional child care services. Approximately \$269.30 per participant for the period of March through May 2018= $\$269.295 \times 2971$ children= $\$800,075$
Total	\$800,075	

CONTRACT INVOICE

Exhibit I

Contractor Name: _____	Prepared By: _____
Index Code: _____	Telephone #: _____
Location Code: _____	Invoice Date: _____
Program Code: _____	Invoice Period: _____

PROGRAM COSTS				
Acct #		TANF		TOTAL
5680	Childcare Services			\$ -
	Other (Please specify)			\$ -
	Total Other Expenditures	\$ -	\$ -	\$ -
TOTAL PROGRAM COSTS		\$ -	\$ -	\$ -

INVOICE TOTALS				
		TANF		TOTAL
	TOTAL PROGRAM	\$ -	\$ -	\$ -
	TOTAL PAYABLE	\$ -	\$ -	\$ -

The salary information and distribution across program funding streams are accurate and supported through detailed personnel activity report that meet the Uniform Guidance.

We understand that failure to maintain the required supporting documentation for staff time and all related expenses will result in payment disallowances that will either be deducted from future contract payments and / or payable in full to the South Florida Workforce Investment Board.

Name of Person Authorized to Sign Reimbursement/Justification Packages

Signature of Person Authorized to Sign Reimbursement/Justification Packages

Date