

**CUSTOM TRAINING VENDOR AGREEMENT  
FOR  
KITCHEN COOK EMPLOYMENT TRAINING  
HOSPITALITY CERTIFICATION AND EMPLOYMENT TRAINING  
COHORTS**

TH, DEC 19 2019 AM 9:29

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

TRAINING VENDOR

**The District Board of Trustees of Miami Dade College, FL  
300 N.E. 2<sup>nd</sup> Avenue, Room 1474  
Miami, Florida 33132**

AGREEMENT NUMBER

**WS-CTVA-PY'19-23-00**

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**ARTICLE 1  
PARTIES TO AGREEMENT**

This Custom Training Vendor Agreement (hereinafter "Agreement" or "Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida, (hereinafter the "SFWIB") and **The District Board of Trustees of Miami Dade College, Florida** (hereinafter "Training Vendor" or "Contractor") individually referred to as the "Party" or collectively referred to as the "Parties." This Agreement establishes a relationship with the Training Vendor wherein the Training Vendor has agreed to provide training programs to eligible individuals ("customers") referred by the SFWIB and the SFWIB's authorized representatives and accepts responsibilities and obligations based upon the terms and conditions set forth in this Agreement.

**ARTICLE 2  
INTRODUCTION**

This Agreement establishes the process for payment for trainings conducted by the Training Vendor which are approved programs in occupations on the SFWIB's Workforce Development Area 23 Targeted Occupations List ("TOL"). Said programs and training will be made available to SFWIB's customers who receive Individual Training Account ("ITA") Vouchers from the SFWIB or the SFWIB's authorized representatives.

ITA Vouchers issued pursuant to this Agreement are funded through the Workforce Innovation and Opportunity Act ("WIOA") Title 1 - (Adults and Dislocated Workers) for training cohort services for eligible individuals.

**ARTICLE 3  
EFFECTIVE TERM**

This Agreement shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

**ARTICLE 4  
STATEMENT OF WORK**

The Training Vendor shall deliver all training services identified in this Agreement and in accordance with **Exhibit A, Statement of Work**, which is attached hereto and incorporated herein by reference. The Parties agree that the **Statement of Work** is a description of the Training Vendor's responsibilities and obligations. The Training Vendor 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. No changes in the **Statement of Work** shall be made unless such changes are mutually agreed upon by the Parties in writing.

## **ARTICLE 5 FUNDING AVAILABILITY**

The referral of eligible participants by the SFWIB or the SFWIB's authorized representatives is contingent upon the SFWIB's available funding as well as the SFWIB's need for such services to be provided.

## **ARTICLE 6 COMPENSATION**

The SFWIB agrees to compensate the Training Vendor for the costs associated with the provision of services provided in accordance with **Exhibit A, Statement of Work**. The maximum amount payable for the approved training cohort program shall not exceed **\$170,020.00**, as set forth in **Exhibit B, Payment Provisions** and shall be in accordance with **Exhibit B, Section II – Method of Payment and Invoicing** attached hereto and incorporated herein by reference.

## **ARTICLE 7 CONDITIONS PRECEDENT**

The Training Vendor shall provide to the SFWIB, prior to the execution of this Agreement, the following documentation:

1. Articles of Incorporation and Corporate By-Laws (If Applicable)
2. Board of Directors Requirements A formal resolution from the Training Vendor's Board of Directors or other document from its governing body authorizing execution of the Agreement with the SFWIB to ensure that the Training Vendor's governing body is apprised of the fiscal, administrative, and contractual obligations of the services funded through the SFWIB.
3. Certificate of Corporate Status, if a Corporation A certificate of status in the name of the Training Vendor, which certifies the following:
  - a. The Training Vendor is organized under the laws of the state of Florida or another state and registered to do business in the state of Florida;
  - b. All fees and all penalties fees, related to filing of registration, re-instatement, renewal, etc., have been paid;
  - c. The Training Vendor's most recent annual report has been filed;
  - d. The Training Vendor's status is active; and
  - e. The Training Vendor has not filed Articles of Dissolution with the state of Florida or any other state.
4. Limited Liability Company (LLC) Affidavit (If Applicable).
5. W-9 – Request for Taxpayer Identification Number and Certification. The Training Vendor shall ensure that a current form W-9 is provided to the SFWIB prior to the execution of this Agreement.

## **ARTICLE 8 LICENSING**

The Training Vendor shall obtain and maintain in full force and effect during the term of this Agreement any and all licenses, certifications, approvals, insurance, permits and accreditations, required by the state of Florida, by the county where the services are being provided, the local municipality where the services are being provided, by the SFWIB and by the federal government. If the Training Vendor fails to provide the foregoing within thirty (30) days

of written request by the SFWIB, the SFWIB may, in its sole discretion, immediately terminate this Agreement.

## **ARTICLE 9 INSURANCE**

The Training Vendor, as a self-insured governmental entity, shall provide to the SFWIB, prior to the execution of this Agreement, a letter from the Training Vendor stating that the Training Vendor is self-insured and maintains an ongoing Self-Insurance Program as allowed under the Florida Statutes and that such self-insurance offers protection applicable to the Training Vendor's officers, employees, servants and agents while acting within the scope of their employment with the Training Vendor. The SFWIB shall not disburse any funds until the SFWIB is provided with the letter of self-insurance and the SFWIB has approved such document.

## **ARTICLE 10 EMPLOYMENT ELIGIBILITY VERIFICATION**

**10.1** Pursuant to Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, the Training Vendor shall:

10.1.1 Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Training Vendor during the Contract term; and

10.1.2 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.

**10.2** **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 E-verify 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.

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

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

**10.4** If the Training Vendor does not have an E-Verify MOU in effect, the Training Vendor must **enroll in the E-Verify** system **prior to hiring any new employee** after the effective date of this Contract. The Training Vendor shall maintain evidence of the use of the E-Verify system in the employee's personnel file.

## **ARTICLE 11 IMMIGRATION REFORM AND CONTROL ACT**

The Training Vendor 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 services under the Contract.

## **ARTICLE 12 CONTINUATION OF SERVICES**

Training Vendors, who execute an agreement during a specific program year and enroll new and/or have current SFWIB participants that were enrolled under a previously executed agreement, may continue to serve such participants throughout the duration of the approved program even if it extends beyond the contract term. Training Vendor must maintain insurance for the duration of the training program, as set forth in **Article 9, Insurance**.

## **ARTICLE 13 CERTIFICATION OF CONDUCT**

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

**ARTICLE 14  
CODES OF CONDUCT**

The Training Vendor 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 Training Vendor 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 Training Vendor shall set and/or adopt standards of conduct which describe its 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 Training Vendor.

**ARTICLE 15  
GRATUITIES**

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

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 Training Vendor'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 Training Vendor's name on the suspended vendors list for an appropriate period. This provision will survive the Contract for a period of two (2) years after its expiration or termination.

**ARTICLE 16  
CODE OF BUSINESS ETHICS**

The Training Vendor, as a governmental entity, shall comply with the ethics provisions for Part III of Chapter 112, Florida Statutes.

**ARTICLE 17  
APPLICABLE LAW AND VENUE**

- 17.1. The Training Vendor shall comply with all applicable federal, state, and local laws and regulations, including those of the WIOA (Pub. L. 113-128) and TANF as may be amended from time to time, as well as all applicable SFWIB's directives, policies and procedures, in the implementation of the terms and conditions of this Agreement or modifications thereto.
- 17.2. The Training Vendor shall ensure that all its activities under this Agreement are conducted in conformance with these provisions, as applicable: 45 CFR Part 74, 45 CFR Part 75, 45 CFR Part 92, 29 CFR Part 97, 20 CFR Part 600 *et seq.*, 20 CFR Part 667, Subpart B, 45 CFR 98, the TANF, 45 CFR Parts 260-265, and all other

applicable federal regulations.

- 17.3. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any legal controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to and resolved under the jurisdiction of the state courts of the Eleventh Judicial Circuit of Miami-Dade County, Florida, to the exclusion of all others.

## ARTICLE 18 TERMINATION

- 18.1. Termination for Cause Including Default and Breach of Contract. The SFWIB may terminate this Contract, for default and breach of Contract, including, but not limited to, for the reasons identified in **Article 19, Breach of Contract**. In the event of termination of this Contract for cause, any payments to the Training Vendor shall be determined based upon the provisions of **Article 20-Breach of Contract: SFWIB Remedies**. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Training Vendor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. If SFWIB terminates the Contract for default, the Training Vendor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.
- 18.2. Termination for Circumstances Beyond the Training Vendor's Control. Either Party may terminate this Agreement for circumstances beyond the Training Vendor'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 nor delay in performance of this Contract. Such 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 prompt notice of termination to the other Party. In no event shall notice be provided later than thirty (30) days after the occurrence triggering termination.
- 18.3. Termination without Cause. The SFWIB may terminate this Contract without cause by providing thirty (30) days' prior written notice to the Training Vendor. The Training Vendor 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 Training Vendor after the effective date of termination of this Contract. The Training Vendor shall not be entitled to recover any cancellation charges, lost profits, indirect costs, or consequential damages incurred as a result of said termination.
- 18.4. Termination Due to the Lack of Funds. If funds received by SFWIB to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB, in its sole discretion, may terminate this Contract upon no less than twenty-four (24) hours' notice, in writing, to Training Vendor. Said notice must 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 may not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract due to the lack of funds, the SFWIB shall compensate the Training Vendor for any work completed in accordance with the terms of the Contract prior to the date of the notification of termination. The Training Vendor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits as a result of a termination due to the lack of funds.

## ARTICLE 19 BREACH OF CONTRACT

If the Training Vendor fails to comply, in whole or in part, with any provision of the Contract, such failure constitutes a breach of the Contract. A non-exhaustive list of breaches of this Contract is as follows:

1. The Training Vendor fails, in whole or in part, to provide the training services set forth in **Statement of Work, Exhibit A**;

2. The Training Vendor ineffectively or improperly uses the SFWIB's funds provided to the Training Vendor under this Agreement;
3. The Training Vendor fails to submit the documentation required under **Article 7, Conditions Precedent** of this Agreement;
4. The Training Vendor does not furnish proof of licensure, certification or both as required under **Article 8, Licensing** of this Agreement in accordance with the time periods set forth therein;
5. The Training Vendor does not furnish the Certificates of Insurance as required under **Article 9, Insurance** of this Agreement or as determined by the SFWIB;
6. The Training Vendor fails to comply with the Gratuities provision set forth in **Article 15, Gratuities**;
7. The Training Vendor fails to submit, or submits improperly supported or erroneous invoices, or for charges which violated the terms of this Agreement, applicable local, state or federal regulations, and the SFWIB's Policies, Procedures and Directives;
8. The Training Vendor does not submit or submits incomplete or incorrect required reports;
9. The Training Vendor refuses to allow the SFWIB full access to the SFWIB funded participant records or refuses to allow the SFWIB to monitor, evaluate and review the Training Vendor's program(s);
10. The Training Vendor unlawfully discriminates under any of the applicable laws;
11. The Training Vendor attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; including, but not limited to, data entry delays in the WFMS that result in fraudulent reporting of Placement after training data.
12. The Training Vendor 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;
13. The Training Vendor fails to comply, in whole or in part, with the public records disclosure requirement set forth in Section 119.0701, Florida Statutes and **Article 35, Florida Public Records Laws**.
14. The Training Vendor fails to comply, in whole or in part, with **Article 41, Information Security Obligations**;
15. The Training Vendor fails to maintain, throughout the term of this Agreement, qualified staff, equipment, approved training services and other pertinent quality control standards as may be required by the SFWIB;
16. The Training Vendor fails to meet the terms and conditions of any obligation under this Agreement or any repayment schedule to the SFWIB, or any of its agencies or instrumentalities;
17. The Training Vendor fails to comply with **CareerSource Florida Administrative Policy #90, Attachment 6**, WIOA, state of Florida and/or the SFWIB's Policies;
18. The Training Vendor fails to fulfill in a timely and proper manner any and all of its obligations, covenants and agreements set forth in this Agreement; and
19. The Training Vendor fails to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws, which include, but are 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 Training Vendor has with the SFWIB.

Waiver of a 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.

## ARTICLE 20 BREACH OF CONTRACT: SFWIB'S REMEDIES

If the Training Vendor 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 Training Vendor of such termination and specifying the effective date thereof. In the event of termination, the Training Vendor shall, upon the SFWIB's request: (a) return all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Training Vendor with the SFWIB's funds under this Contract; (b) reimburse any funds the SFWIB awarded to the Training Vendor, which were not lawfully expended, under this Contract; and (c) terminate or cancel any other contracts entered into between the SFWIB and the Training Vendor. The Training Vendor shall be responsible for all program and administrative costs associated with such termination, in addition to the SFWIB's attorneys' fees and costs, within the limits

of liability established in section 768.28, Florida Statutes;

2. The SFWIB may suspend payment, in whole or in part, under this Contract by providing written notice to the Training Vendor of such suspension and specifying the effective date thereof. All payments to the Training Vendor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Training Vendor 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 Training Vendor 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 Training Vendor. The SFWIB may also require repayment of funds in accordance with **CareerSource Florida Administrative Policy #90, Attachment 6**. The Training Vendor shall be responsible for all program and administrative costs associated with such suspension, in addition to the SFWIB's attorneys' fees, within the limits of liability established in section 768.28, Florida Statutes;
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 Training Vendor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the SFWIB's attorneys' fees and costs through final resolution of the matter including appeal, within the limits of liability established in section 768.28, Florida Statutes;
4. If, for any reason, the Training Vendor attempts to meet Training Vendor's obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB may, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Contract by providing written notice to the Training Vendor of such termination and specifying the effective date thereof. In such case, the SFWIB may terminate or cancel any other contracts the Training Vendor has with the SFWIB. The Training Vendor 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 attorneys' fees, within the limits of liability established in section 768.28, Florida Statutes.
5. Any other remedy available at law or equity or administratively.

#### **ARTICLE 21 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 Agreement and written notice addressed to the Training Vendor and mailed or delivered to the address appearing on page one (1) of this Agreement shall constitute sufficient written notice to the respective Party and same shall be effective upon mailing or hand delivery.

#### **ARTICLE 22 CHANGE IN CONDITION/NOTIFICATION OF LEGAL ACTION**

The Training Vendor shall notify the SFWIB in writing within **five (5)** days of any material change from the Training Vendor's present financial or other condition, which could significantly affect the Training Vendor's ability to perform or comply with any provision of this Agreement, or any continuation of services to participants enrolled in training under this Agreement. Material changes include, but are not limited to: bankruptcy of the Training Vendor, lawsuits or other legal action which may impact the financial viability of the Training Vendor, suspicions or official investigations of fraud or abuse on the part of the Training Vendor's staff, officers or directors, resignation of key staff, theft or loss of funds, and a change in status or loss of accreditation, licensing, certifications or equipment which support this Agreement for training services.

#### **ARTICLE 23 AUTONOMY**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Training Vendor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Training Vendor is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Training Vendor'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.

**ARTICLE 24  
INDEMNIFICATION**

- 24.1.** The parties agree to be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and agree to be liable for all attorney fees and damages proximately caused thereby; provided, however, that the parties' liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.
- 24.2.** Term of Indemnification The provisions of this indemnification shall survive the expiration or termination of this Agreement.

**ARTICLE 25  
PRIOR AGREEMENTS**

This Agreement and its attachments and exhibits incorporate all prior negotiations, correspondence, conversations, agreements, and understandings, whether oral or written, applicable to the matters contained herein and the Parties agree that there are no other commitments, agreements or understandings concerning the subject matter of this Agreement which are not contained in this Agreement or in 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.

The following Attachments and Exhibits are incorporated into this Agreement:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy
Attachment	4	Trafficking Victims Protection Act of 2000, as amended
Attachment	5	Disclosure and Certification of Conflict of Interest in a Contract
Attachment	6	CareerSource Florida Administrative Policy #90
Exhibit	A	Statement of Work
Exhibit	B	Payment Provisions
Exhibit	C	Intentionally Left Blank
Exhibit	D	Assurances and Certifications
Exhibit	E	Assurances-Non-Construction Programs

**ARTICLE 26  
NO ASSIGNMENT**

The Training Vendor shall not assign this Agreement or any rights accruing hereunder in whole or in part without the express written authorization of the SFWIB, which authorization may be withheld in the sole discretion of the SFWIB.

**ARTICLE 27  
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.

## **ARTICLE 28 MODIFICATIONS**

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

The Training Vendor Agreements are subject to change based upon the SFWIB's actions, funding availability, changes to the Region's Targeted Occupations List, the SFWIB's Industry/Employer priorities and changes in the ITA cost structure and/or Policy.

## **ARTICLE 29 PERSONS WITH DISABILITIES AND ACCESSIBILITY OF FACILITIES**

The Training Vendor shall conduct all activities under this Agreement 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 Training Vendor shall assure that programs and activities under this Agreement 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 recruitment, referral, and assessment of prospective program participants; and
4. Having resource materials available in alternate formats.

The Training Vendor shall ensure that the physical facilities utilized under this Agreement 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 DEO web site at: [www.floridajobs.org](http://www.floridajobs.org) or shall submit to the SFWIB an alternate plan to achieve physical accessibility to individuals with disabilities provided services under this Agreement.

## **ARTICLE 30 COPYRIGHT, PATENTS, RIGHT TO DATA**

Except for the Training Vendor's own internal use, the Training Vendor 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 Agreement, nor may the Training Vendor authorize or permit others to do so without the advanced 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 Agreement or a resulting subcontract irrespective of whether it is copyrighted.
2. Any rights of copyright to which the Training Vendor or subcontractor purchases ownership with funds provided for under this Agreement.

**ARTICLE 31  
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.

**ARTICLE 32  
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 a federal 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, the Training Vendor 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."

**ARTICLE 33  
PERFORMANCE**

Performance shall be defined as the Training Vendor having attained the goals and objectives set forth in this Agreement, in accordance with **Exhibit A, Statement of Work**, which is attached hereto and incorporated herein by reference.

**ARTICLE 34  
ACCESS TO TRAINING SITE**

The Training Vendor shall allow access to the training site to the SFWIB or the SFWIB's authorized representative to provide counseling to participants and conduct on site visits.

**ARTICLE 35  
FLORIDA PUBLIC RECORDS LAWS**

The Training Vendor 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 Training Vendor 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 Training Vendor's failure to allow such public access shall result in the immediate termination of this Contract or any renewal. The Training Vendor 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

35.1 Pursuant to section 119.0701, Florida Statutes, the Training Vendor shall:

- (a) Keep and maintain public records required by the SFWIB to perform the services;
- (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 Training Vendor 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 Training Vendor upon termination of this Contract. Upon termination of this Contract, the Training Vendor 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.

35.2 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.

**35.3 IF THE TRAINING VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TRAINING VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

**35.4 IF THE SFWIB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 305-995-1128, [pr@dadeschools.net](mailto:pr@dadeschools.net), and 1450 NE 2 Avenue, Miami, Florida 33132.**

35.5 In the event the Training Vendor does not comply with the public records requirements set forth in section 119.0701, Florida Statutes and this Article 35 of this Agreement, the SFWIB shall avail itself of the remedies

set forth in **Article 18-Termination, Article 19-Breach of Contract, and Article 20-Breach of Contract: SFWIB's Remedies** of this Agreement.

- 35.6 A Training Vendor who fails to provide the public records as required by law, within a reasonable time, may also be subject to penalties under section 119.10, Florida Statutes.

### **ARTICLE 37 RECORDS RETENTION**

Six (6) Year Requirement. The Training Vendor shall keep all records, accounts, and documents related to the operation and performance of this Agreement or any modification hereto for six (6) years following the expiration or termination of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or modification hereto has commenced before the expiration of the six (6) 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 six (6) year period, whichever is later. The Training Vendor shall cooperate with the SFWIB to facilitate the duplication and transfer of any of said records or documents during the required retention period. The Training Vendor shall advise the SFWIB of the location of all records pertaining to this Agreement 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.

### **ARTICLE 38 CONFIDENTIALITY OF RECORDS**

The Training Vendor 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 Training Vendor shall not divulge such information, including but not limited to social security numbers, demographic data (race/ethnicity, sex, age, and disability status), employment services records, supplemental nutrition assistance program records, job corps records, migrant and seasonal farm worker records, North American Free Trade Agreement-Transitional Adjustment records, Trade Adjustment Assistance under Trade Act of 1974 records, Worker adjustment and Retraining Notification Act records, Welfare Transition Program/TANF records, displaced homemaker records, Labor Market Information individual identifiable data, school readiness records, medical records and disability related information, unemployment compensation records, background screening records, WIOA records as specified in the applicable federal law and implementing procedures, etc. 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. The Training Vendor 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 Training Vendor shall provide, prior to the execution of this Contract, a completed **Confidentiality Agreement, Attachment 1**, which is attached hereto and incorporated herein by reference.

### **ARTICLE 39 INDIVIDUAL NON-DISCLOSURE AND CERTIFICATION FORM**

The Training Vendor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing the Training Vendor's duties under this Agreement, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, which is attached hereto and incorporated herein by reference prior to permitting those individuals to perform any work under or relating to this Contract.

All completed forms shall be retained as required herein in accordance with **Article 37, Records Retention** of this Agreement. The Training Vendor 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)**.

#### **ARTICLE 40 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.

#### **ARTICLE 41 INFORMATION SECURITY OBLIGATIONS**

- 41.1.** The Training Vendor shall abide by the SFWIB's Information Technology Security Policies and Procedures.
- 41.1.1. The Training Vendor (including its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom Training Vendor exposes or authorizes to access confidential information obtained under this Agreement), 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 Training Vendor 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.
- 41.1.2. During the term of this Agreement, the Training Vendor must obtain signed confidentiality access agreements, which are required by the SFWIB and/or the DEO for systems access privileges, for any individual including, but not limited to all of the Training Vendor's officers, employees, subcontractors, agents, partners, principals, servants, representatives and security officers, prior to their access to electronic data systems.
- 41.1.3. The Training Vendor shall ensure that the Training Vendor's staff who has access to client information through the WFMS and/or any other information systems as required, complete the Information Security and Awareness Training annually.
- 41.1.4. The Training Vendor shall make every effort to protect and avoid unauthorized release of any personal or confidential information, as set forth in **Article 38, Confidentiality of Records**.
- 41.1.5. The Training Vendor shall notify the SFWIB in writing of any disclosure of SFWIB's and/or state of Florida's confidential information or data by the Training Vendor, its officers, employees, subcontractors, agents, partners, principals, representatives or any other individuals to whom Training Vendor exposes or authorizes to access confidential information obtained under this Agreement, which is not in compliance with the terms of the Agreement (of which it becomes aware).
- 41.1.6. The Training Vendor shall also report to the SFWIB any Security Incidents of which it becomes aware, including those incidents reported to the Training Vendor by its officers, employees, subcontractors, agents, partners, principals, servants, representatives. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of SFWIB or DEO information in the Training Vendor's possession or electronic interference with the SFWIB's operations; however, random attempts at access shall not be considered a security incident.
- 41.1.7. The Training Vendor shall 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.
- 41.1.8. In the event of a breach of security concerning confidential personal information involved with this Agreement, the Training Vendor shall comply with section 501.171, Florida Statutes, as applicable. When notification to affected persons is required under this section of the statute, the Training

Vendor 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.

41.1.9. For purposes of this Agreement, "security 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 Training Vendor is not a security breach, provided the information is not used for a purpose unrelated to the Training Vendor's obligations under this Agreement or is not subject to further unauthorized use.

41.1.10. The Training Vendor 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 Training Vendor exposes or authorizes to access confidential information obtained under this Agreement, including, but not limited to volunteers. The Training Vendor 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.

41.1.11. The Training Vendor shall notify the SFWIB's Regional Security Officer(s) at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Helpdesk at [helpdesk@careersourcesfl.com](mailto:helpdesk@careersourcesfl.com) with the appropriate system form, as follows:

- WFMS – CareerSource South Florida ("CSSF") Application Development Unit Security Access Form.

41.1.12. If the employee has security access to multiple systems, the Training Vendor shall submit all corresponding forms.

41.1.13. 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 time of termination.

**41.2.** Failure to comply with this **Article 41, Information Security Obligations**, shall constitute a breach of this Agreement.

#### **ARTICLE 42 PELL GRANT AND OTHER FINANCIAL ASSISTANCE**

The Training Vendor shall first access PELL and other federal, state, and local financial assistance prior to accessing ITA funds under this Agreement.

#### **ARTICLE 43 GRIEVANCE PROCEDURES**

The Training Vendor shall comply with all of the SFWIB's applicable Grievance and Complaint Procedures of the SFWIB and as required by state and federal law.

#### **ARTICLE 44 LIMITED ENGLISH PROFICIENCY ("LEP")**

Title VI of the Civil Rights Act of 1964 has prohibited discrimination on the bases of race, color, or national origin in any program or activity that receives federal financial assistance. The Training Vendor shall take reasonable steps to ensure meaningful access to their programs and activities by LEP individuals as required by Title VI of the Civil Rights Act of 1964.

#### **ARTICLE 45**

## **ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING**

The Training Vendor 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 Training Vendor and the Training Vendor's employees.

### **ARTICLE 46 PUBLIC ANNOUNCEMENTS AND ADVERTISING**

In accordance with Public Law 101-166, section 511, Steven's Amendment; as renewed in the Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div H, Title V, section 505 and Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, and Continuing Appropriations Act, 2019, Pub. L. No. 115-245, div. B, tit. V, section 505, 132 Stat. 2981 (Sept. 28, 2018): 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 Training Vendor shall clearly state (1) the percentage of the total cost of the program or project that will be financed with federal money, and (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 nongovernmental sources.

### **ARTICLE 47 RETURN OF FUNDS**

The Training Vendor shall return to the SFWIB any overpayments due to unearned funds or funds disallowed that were disbursed to the Training Vendor by the SFWIB and any interest attributable to such funds pursuant to the terms and conditions of this Agreement. If the Training Vendor or its independent auditor discovers that an overpayment has been made, the Training Vendor shall repay said overpayment immediately without prior notification from the SFWIB. If the SFWIB first discovers any overpayment has been made, the SFWIB Executive Director will notify the Training Vendor in writing of such findings. If the Training Vendor fails to repay the SFWIB for the overpayment within thirty (30) calendar days following either the Training Vendor's discovery of or the SFWIB's notification of the overpayment, the Training Vendor shall also pay SFWIB interest at the lawful rate of interest on the outstanding balance after the earlier of SFWIB's notification or Training Vendor's discovery.

### **ARTICLE 48 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

The Training Vendor 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.

### **ARTICLE 49 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Training Vendor 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).

### **ARTICLE 50 ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WIOA ADMINISTRATIVE RULES, COSTS AND LIMITATIONS**

The Training Vendor shall comply with the requirements of the Administrative Provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

### **ARTICLE 51 UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH**

**INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS**

The Training Vendor 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.

**ARTICLE 52  
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 3 (CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy)** (as modified in 2012 to comply with the Legislature’s adoption of Chapter 201229, Laws of Florida) which are attached hereto and incorporated herein by reference and Training Vendor agrees to comply with the same. The Training Vendor shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 5**.

**ARTICLE 53  
TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

The Training Vendor 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 4**.

**ARTICLE 54  
LOBBYING - FLORIDA STATUTE**

The Training Vendor 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.

**ARTICLE 55  
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 as described in this section. 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 Training Vendor shall provide, prior to the execution of this Contract, a completed **Assurances and Certifications, Exhibit D**, inclusive of the certification required in this section.

**ARTICLE 56  
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 Training Vendor shall provide, prior to the execution of this Contract, a completed **Assurances and Certifications, Exhibit D**, inclusive of the certification required in this section.



**ARTICLE 57**  
**GOVERNMENT-WIDE REQUIREMENT FOR DRUG-FREE WORKPLACE**

The Training Vendor 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 Training Vendor shall provide, prior to the execution of this Contract, a completed **Assurances and Certifications, Exhibit D**, inclusive of the certification required in this section.

**ARTICLE 58**  
**CIVIL RIGHTS REQUIREMENTS**

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Training Vendor shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Training Vendor agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable. These requirements are applicable to the Training Vendor or others with whom the Training Vendor arranges to provide services or benefits to clients or employees in connection with its programs and activities.

**ARTICLE 59**  
**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

As a condition to the award of financial assistance from the Department of Health and Human Services, the Department of Labor under Title I of WIOA, and the Personal Responsibility and Work Opportunity Reconciliation act of 1996 ("PRWORA"), the Training Vendor assures that it has the ability to comply fully with the non-discrimination 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 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 (Pub. L. 88-352), as amended, 42 U.S.C 2000d et. seq. which prohibits discrimination on the bases of race, color, and national origin, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Training Vendor receives federal financial assistance;
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, 29 U.S.C. 794, which prohibits discrimination against qualified individuals with disabilities, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R., Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Training Vendor receives federal financial assistance;
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, 42 U.S.C. 6101, which prohibits discrimination on the basis of age, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R., Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits

of, be excluded from participation in, or be subjected to discrimination under any education program or activity for which the Training Vendor receives federal financial assistance;

5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, 20 U.S.C. 1681 et. seq., which prohibits discrimination on the basis of sex in educational programs, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R., Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Training Vendor receives federal financial assistance;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, 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 basis 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 41 CFR 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 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 Training Vendor also assures that Training Vendor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Training Vendor’s operation of the WIOA Title I and TANF – financially assisted program or activity.

The Training Vendor understands the United States has the right to seek judicial enforcement of this assurance. The Training Vendor shall provide, prior to the execution of this Contract, a completed **Assurances and Certifications, Exhibit D**, including the assurances required by this section.

#### **ARTICLE 60 PUBLIC ENTITY CRIMES (SECTION 287.133, FLORIDA STATUTES)**

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

#### **ARTICLE 61**

## SARBANES-OXLEY ACT OF 2002

The Training Vendor assures that the Training Vendor will 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 Training Vendor shall provide, prior to the execution of this Contract, a completed **Assurances and Certifications, Exhibit D**, inclusive of the assurance required by this section.

### ARTICLE 62 ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW ("ACORN") FUNDING RESTRICTIONS ASSURANCE

As a condition of the Contract, the Training Vendor assures that it 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. The Training Vendor shall provide, prior to the execution of this Contract, a completed **Assurances and Certifications, Exhibit D**, inclusive of the assurance required by this section.

### ARTICLE 63 SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN IRAN PETROLEUM ENERGY SECTOR LIST.

The Training Vendor 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 Training Vendor is found to have submitted a false certification or if the Training Vendor 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 Training Vendor shall provide, prior to the execution of this Agreement, a completed **Assurances and Certifications, Exhibit D**, certifying the Training Vendor's compliance with this section.

### ARTICLE 64 DISCRIMINATORY VENDORS

The Training Vendor shall disclose to the SFWIB if the Training Vendor 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, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

The Training Vendor shall provide, prior to the execution of this Contract, a completed **Assurances and Certifications, Exhibit D**, certifying the Training Vendor's compliance with this section.

### ARTICLE 65 CLEAN AIR ACT (42 U.S.C. §7401 et seq.) AND FEDERAL WATER POLLUTION CONTROL ACT (33

**U.S.C. §1251 et seq.), AS AMENDED**

If this Contract is for more than \$150,000.00, the Training Vendor 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 Training Vendor shall comply with the Clean Air Act and Federal Water Pollution Control, as amended.

**ARTICLE 66  
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 Florida 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 Florida Department of Health. The Training Vendor shall provide a completed **Certification Regarding the Florida Clean Indoor Air Act**.

**ARTICLE 67  
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 Training Vendor shall provide a completed **Certification Regarding Environmental Tobacco Smoke**.

**ARTICLE 68  
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 United States Department of Health and Human Services 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.

**ARTICLE 69  
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 MOE funded services, the intermediate organization must ensure that there is compliance with the Charitable Choice statutory provisions and these regulations.

#### **ARTICLE 70 VETERAN'S 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.

#### **ARTICLE 71 COMPLIANCE WITH ENERGY EFFICIENCY PROVISION**

The Training Vendor 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).

#### **ARTICLE 72 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 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. As applicable, the Training Vendor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

#### **ARTICLE 73 ASSURANCES – NON-CONSTRUCTION PROGRAMS**

The Training Vendor shall provide a completed **Assurances - Non-Construction Programs, Exhibit E**.

#### **ARTICLE 74 INTERGOVERNMENTAL PERSONNEL ACT**

The Training Vendor shall comply with the requirements of the Intergovernmental Personnel Act (42 USC §4701). The Training Vendor shall provide a completed **Assurances - Non-Construction Programs, Exhibit E**.

#### **ARTICLE 75 COMPLIANCE WITH THE HATCH ACT**

The Training Vendor 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 Training Vendor shall provide a completed **Assurances Non-Construction Programs, Exhibit E**.

**ARTICLE 76**  
**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 Training Vendor shall provide a completed **Assurances Non-Construction Programs, Exhibit E**.

**ARTICLE 77**  
**COPELAND ANTI-KICKBACK ACT**

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

**ARTICLE 78**  
**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. As applicable, the Training Vendor shall comply with the Contract Work Hours and Safety Standards Act. The Training Vendor shall provide a completed **Assurances Non-Construction Programs, Exhibit E**.

**ARTICLE 79**  
**WHISTLEBLOWER'S ACT**

In accordance with section 112.3187(2), Florida Statutes, the Training Vendor 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, the Training Vendor 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 Training Vendor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Florida Commission of Human Relations or the Whistle blowers Hotline number at 1-800-543-5353.

**ARTICLE 80**  
**SURVIVAL**

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Training Vendor and the SFWIB under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**ARTICLE 81  
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.

**ARTICLE 82  
SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL**

Regardless of the amount of this Contract, the SFWIB may terminate this Contract at any time the Training Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes.

**INTENTIONALLY LEFT BLANK**

SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR:  
AGREEMENT NUMBER:  
CFDA NUMBER:

The District Board of Trustees of Miami Dade College, Florida  
WS-CTVA-PY'19-23-00  
WIOA AD: 17.258; WIOA DW: 17.278

(For Use Only When the Training Vendor Is a Corporation)

1a. [Signature] 1b. \_\_\_\_\_  
Signature of President or Vice-President

12/5/19 \_\_\_\_\_  
Date Date

2a. Lenore P. Rodicio, Ph.D. 2b. \_\_\_\_\_  
Typed Name of President or Vice-President

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

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

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

*m* BY: [Signature] \_\_\_\_\_ Date 3-11-2020  
Rick Beasley, Executive Director  
South Florida Workforce Investment Board



**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 **Training Vendor** 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 **Training Vendor** by South Florida Workforce Investment Board (SFWIB).

In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Training Vendor** 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 **Training Vendor** 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 **Training Vendor** 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.

The District Board of Trustees of Miami Dade College, Florida

\_\_\_\_\_  
Company Name (type or print)

  
\_\_\_\_\_  
Lenore P. Rodicio, Ph.D.  
Executive Vice President and Provost

12/5/19  
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.

10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
12. I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer, the Department or SFWIB. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
13. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor or SFWIB security officer for guidance and comply with their instructions.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Employee Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Work Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_



**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 l(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 2012-29, 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(i) and (11), Florida Statutes.

**POLICY**

**l) 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:

- i) Retail purchases for which no written contract is executed;
  - ii) The purchase of utility services for use by a board;
  - iii) Staff employment contracts (other than contracts with members of a board or relatives of board members); and,
  - iv) Membership fees and sponsorships to professional organizations.
- c) "Entire board" means the complete membership of the board at the time a contract is submitted to a vote. It includes board members who have a relationship with the contracting vendor and who therefore must abstain on the vote on the contract. Membership of the board includes non-voting members.
- d) "Quorum" means that minimum number of members of the board required to be present for the board to transact business as established by the board's bylaws (or, in the absence of bylaws, as has otherwise been established by the board.)
- e) "When a quorum has been established" means the contemporaneous meeting of a sufficient number of members to constitute a quorum, in person and/or through accepted electronic means.
- f) "has any relationship with the contracting vendor" means the member is an owner or a principal of the vendor, or a principal of the vendor has retained the member, or the parent organization or subsidiary of a corporate principal of the vendor has retained the member or a member's known relative or member's business associate is an owner of the vendor. For purposes of this policy, vendor, contractor and sub recipient are the same.
- g) "benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal who retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal who retains the member or the special private financial gain to any member's relative or business associate or to a board employee or a board employee's relative and such benefit is not remote or speculative. "Personally benefit financially" means a special private financial gain to a member only.
- h) "Owner" means any ownership interest in a privately owned contracting entity or a majority interest in a publicly held contracting entity.
- i) "Principal of a contractor" means an owner or high-level management employee with decision-making authority.
- 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 requirements of the criteria established in the "conflict of interest" provisions under section 101(f), Workforce Innovation and Opportunity Act of 2014. However, since section 445.007(11), FS requires CSF to perform the review and approval process pertaining to local board contracts, CSF contracts shall not be subject those provisions of this policy pertaining to review and approval processes.

### III) Requirements of Section 445.007, Florida Statutes

A board must comply with all requirements of section 445.007, Florida Statutes, prior to contracting with a board member or other person or entity who could benefit financially from a contract (as defined in paragraph 1(g) above). These requirements are:

- a) All contracts between a board and a board member or other person or entity who may benefit financially from a contract (as defined in paragraph 1(g) above) must be approved by a two-thirds vote of the board when a quorum has been established and the approval of such contracts shall not be delegated to staff or committees.
- b) The fact that a board member or other person or entity could benefit financially from a contract (as defined in paragraph 1(g) above) must be disclosed in a board meeting and must be recorded in the minutes of said meeting before a vote is taken. The board member's absence from the meeting does not relieve the board from the disclosure and two-thirds vote requirements. All other known conflicts must be disclosed before a vote can take place. If a board member or employee discovers a conflict of interest after the vote, then the conflict must be disclosed in a procedure consistent with section 112.3143(4)(b), Florida Statutes. Board members who could benefit financially from the contract or who have any relationship with the contracting vendor (as defined in paragraph 1(f) above) must abstain from voting on the contract. A board member's designee cannot vote in the place of a board member who is required to abstain.
- c) Board contracts equal to or greater than \$25,000 shall not be executed prior to the written approval of CSF.
- d) A board must submit all contracts equal to or greater than \$25,000 with board members or other persons or entities who could benefit financially from the contract to DEO along with documentation, as specified by this policy, demonstrating compliance with section 445.007, Florida Statutes.
- e) A contract of less than \$25,000 between a local board and a member of that board or between a relative of a board member or of an employee of the board is not required to have the prior approval of CSF, but must be approved by a two-thirds vote of the board, once a quorum is established and after full disclosure, with the member's abstention and must be reported to DEO and CSF within 30 days after approval.
- f) Contracts with a board member or other persons or entities who could benefit financially from the contract (as defined in paragraph 1(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:

- a) The contract met one or more of the exemptions to the prohibition under paragraph l;
- b) The board approved the contract with a two-thirds vote when a quorum was established;
- c) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor disclosed any such conflicts prior to the board vote on the contract; and,



- d) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor abstained from voting.

**V) Required Documentation**

For each contract equal to or greater than \$25,000, a board must electronically submit, after the board's approval of the contract, a completed contract information form certified by the board chair or vice chair as correct and true to [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com) containing the following information:

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

c. *Provisions applicable to any recipient.*

1. You must inform the Department of Labor immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally, which is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to the Department of Labor under this award.
3. You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. "Employee" means either:
  - i. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than on included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).



DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I, John Wensveen, 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: South Florida Workforce Investment Board d/b/a CareerSource South Florida

Contractor Name & Address: The District Board of Trustees of Miami Dade College, 300 N.E. 2nd Ave. Room 1474; Miami, FL 33132

Contractor Contact Phone Number:

Description or Nature of Contract: Workforce Services: WIOA Training Vendor for Culinary and Catering Employment Training and Hospitality Certification and Employment Training

Description of Financial Benefit: I could not benefit financially from the contract. I am a high-level Management Employee of Miami Dade College.

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

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

[x] 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 [x] is not (check one) a member of the board. If applicable, the principal's/owner's name is:

Handwritten signature of Dr. John Wensveen

Signature of Board Member/Employee


Dr. John Wensveen Print Name

9/5/19 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.

 <b>CareerSource FLORIDA</b>  <b>Administrative Policy</b>		<b>POLICY NUMBER 90</b>
<b>Title:</b>	WIOA Eligible Training Provider List	
<b>Program:</b>	Division of Workforce Services	
<b>Adopted:</b>	March 1, 2016	
<b>Effective:</b>	March 1, 2016	

**I. PURPOSE AND SCOPE**

The purpose is to provide guidance to Local Workforce Development Boards ("Local Board(s)"), as well as post-secondary training providers of training services programs funded under the Workforce Innovation and Opportunity Act (WIOA), regarding the Eligible Training Provider ("ETP") requirements. The document provides guidelines for: the initial and subsequent determination of eligibility of training providers; the federal and state requirements for training providers; performance standards, the reporting of data and the removal provisions for training providers.

**II. BACKGROUND (if applicable, include revision history)**

The Workforce Innovation and Opportunity Act, at Section 122, WIOA, requires the Governor, through CareerSource Florida, to establish criteria, information requirements and procedures regarding the eligibility of providers of training services to receive funds provided under section 133(b), WIOA, for the provision of training services in local areas in the State.

This policy describes the process for determining eligible training providers for WIOA Title I-B adult and dislocated worker training participants and for publicly disseminating the list of these providers with relevant information about their programs. The workforce development system established under WIOA emphasizes informed consumer choices, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and training

services programs is vital to achieving these core principles. The State and Local Boards' Eligible Training Provider Lists ("ETPL") and the related eligibility procedures ensure the accountability, quality and labor-market relevance of training services programs that receive funds through WIOA title I-B. The State and Local Boards' ETPLs are also a means for ensuring informed customer choice for individuals eligible for training. In administering the eligible training provider process, the State and Local Boards must work to ensure that qualified providers, offering a wide variety of job-driven training programs, are available. The State and Local Boards' ETPLs are made publicly available online through Web sites and searchable databases as well as any other means the State and Local Boards use to disseminate information to customers. The ETPLs, easily available in an electronic format, are accompanied by relevant performance and cost information and are presented in a way that is easily understood, in order to maximize informed customer choice and serve all significant populations groups.

**III. AUTHORITY**

Workforce Innovation and Opportunity Act (WIOA), Sections 122, 133

WIOA Regulations, 20 CFR 680.400 et seq., Subpart D – Eligible Training Providers

Florida Statutes, Chapter 445 – Workforce Innovation FS Chapter 1005

Florida Statutes, Chapter 1008 – Florida Education and Training Placement Information Program

Nonpublic Postsecondary Education FAC6E – Commission for Independent Education FS Chapter 1008

**IV. POLICIES AND PROCEDURES**

**NOTE: Consistent with TEGL 41-14, this Administrative Policy requires all Local Boards to revise their policies for the selection and retention of Eligible Training Providers and Programs to be consistent with WIOA and this Policy no later than June 30, 2016.**

**V. PROCEDURES/POLICY**

**A. TRAINING PROVIDERS AND PROGRAMS SUBJECT TO ETP REQUIREMENTS**

Eligible providers of training services programs ("ETP") are entities that are eligible to receive WIOA title I-B funds for adult and dislocated worker participants who enroll in training services programs through "Individual Training Accounts" ("ITA"). ITAs may also be used for WIOA Title I

Youth funds to provide training to older, out-of-school youth, ages 18 to 24. To be eligible to receive training funds under Section 133(b), WIOA, the ETP shall be:

**1. Higher Education**

An institution of higher education that provides a program that leads to a recognized postsecondary credential, or;

**2. Apprenticeship programs**

An entity that carries out programs registered under the Act of August 16, 1937 (commonly known as National Apprenticeship Act (NAA) (50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.), or;

**3. Other public/private providers**

Other public or private providers of training services programs, which may include joint labor-management organizations, pre-apprenticeship programs and occupational/technical training, or;

**4. Adult education and literacy activities**

Providers of adult education and literacy activities under title II if such activities are provided in combination with occupational skills training.

**5. Targeted Occupation List (TOL) Compliance**

With the exception of V(B)(2) training providers, all other training providers' programs shall be for training for occupations on the applicable Local Board TOL, current at the time of training, to be eligible to receive training funds under Section 133(b), WIOA

**B. ELIGIBILITY UNDER WIOA**

Of those eligible training providers limited in section V(A)(1-4), training providers fall into three categories: those already eligible; those that are exempt, and; non-exempt providers not previously eligible under WIA.

**1. Training Providers Already Eligible Before The Transition Period:**

Training providers eligible to provide training services programs under chapter 5 of subtitle B of title I of the Workforce Investment Act of 1998 (WIA) before the effective starting date of this Policy may continue to provide services up to and during the transition period, but are required to apply for "Continued Eligibility" and be approved before the end of the transition period (June 30, 2016). (See Sections V(E&L)). (Caveat: Those institutions; such as state universities and state colleges, which were "exempt" under WIA are no longer exempt under WIOA except as defined below.) The eligibility of the providers will be determined under the application procedure for



"Continued Eligibility" established by CSF—on behalf of the Governor—as described below in section V(E).

**2. Exempt Eligible Training Providers:**

Entities that carry out apprenticeship programs registered under the National Apprenticeship Act (NAA) (50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) are exempt from "Initial" and "Continued Eligibility" application procedures under V(C) and V(E). Registered apprenticeship programs are to be included and maintained on the Eligible Training Providers List (ETPL) as long as the corresponding program remains registered and will remain on the ETPL until it is deregistered or until the registered apprenticeship program notifies DEO in writing that it no longer wants to be included on the ETPL. Exempt eligible training providers shall not be subject to section V(I).

**3. Non-exempt Providers Not Previously Eligible Under WIA.:**

Entities that do not fall under the above two categories must apply through the "Initial Eligibility" application procedure (see below) for listing on the ETPL through the appropriate Local Board(s).

**Note:** when a postsecondary educational institution or an entity providing apprenticeships offers training services programs that do not meet the requirements under the criteria listed above (as examples; not degree or certificate-based, or not a registered apprenticeship), they must also apply through the "Initial Eligibility" application procedure in section V(C)(3).

**C. INFORMATION REQUIREMENTS TO ESTABLISH "INITIAL ELIGIBILITY"**

**1. Initial Eligibility Pursuant To WIA**

Providers of training services programs who are not currently eligible may seek eligibility pursuant to the Workforce Investment Act of 1998 ("WIA") eligibility requirements (as set forth in the Local Plans of the Local Boards to which the provider is applying) before the effective starting date of this Policy.

**2. Initial Eligibility Pursuant To WIOA Starting January 1, 2016**

Providers of training services programs who are not eligible on the effective starting date of this Policy shall seek eligibility pursuant to the Workforce Innovation and Opportunity Act ("WIOA") "Initial Eligibility" requirements (as well as the criteria of the Local Boards to which the provider is applying). Providers of training services programs seeking "Initial Eligibility" receive "Initial Eligibility" for only one (1) full year, after which they may seek "Continued Eligibility". ~~The provider shall supply verifiable program specific performance information pursuant to criteria established by the Local Board for the Local Area in which the provider applies to provide training~~

- services programs. Such information shall support the provider's ability to serve participants under section 122, WIOA. Such information shall include as a minimum, but is not limited to:
- a. Verification the provider is licensed, certified, or otherwise authorized under Florida law to provide training services programs. (This applies to in-state and out-of-state providers.)
  - b. A detailed description of each training services program the applicant intends to provide.
  - c. Information on the cost of attendance, including, but not limited to, tuition and fees.
  - d. Whether the training program leads to an industry-recognized credential, including recognized postsecondary credential, identifying that credential.
  - e. Whether the credential can be stacked with other credentials as part of a sequence to move an individual along a career pathway or up a career ladder.
  - f. Whether the provider has developed the training in partnership or collaboration with a business or industry, identifying the business or industry.
  - g. Identify the in-demand industry sectors and occupations which best fit with the training program.
  - h. A description of the prerequisites or skills and knowledge required prior to the commencement of training.
  - i. Verification the training program is for an occupation on the Local Area TOL.

### 3. Application:

- a. Except for V(B)(2) training providers (registered apprenticeships), all applications for WIOA "Initial Eligibility" must be submitted to each of the Local Boards for which the training provider wants to provide training services. The training provider must specifically identify the program(s) it intends to provide for each Local Area. The training provider shall provide the information described in subparagraph V(C)(2)(a through i) above to the Local Board in a manner that will permit the Local Board to make a decision on inclusion of the training provider on the Local ETPL.
- b. A provider that receives "Initial Eligibility" under this paragraph for any program shall be subject to all the requirements for that program even after such "Initial Eligibility" expires.
- c. Registered apprenticeship programs are not subject to the "Initial Eligibility" criteria or application requirements. While registered apprenticeships are automatically eligible, not all registered apprenticeship programs may want to be included on the list. Registered apprenticeship programs shall automatically be included on the State ETPL until such time as the

program: 1) loses its registration; or 2) notifies DEO in writing that it wants to be removed from the ETPL.

#### **4. Future Online Applications**

It is DEO and CSF's intent to create a single online resource for training providers to submit their applications to one or more Local Boards. When the online system is created, this Policy shall be amended accordingly. Until then, each Local Board shall establish its own local application procedures for Initial Eligibility and Continued Eligibility training providers (similar to how training providers' applications were processed under WIA.)

### **D. ADDITIONAL ELIGIBILITY INFORMATION AND CRITERIA FOR LOCAL AREAS**

#### **1. Additional Eligibility Information And Criteria**

Pursuant to section 122(b)(3), WIOA, a Local Board, through local policy, may establish additional criteria and required information for program eligibility within its Local Area. This may include setting required levels of performance as criteria for training providers (and their programs) to become or remain eligible to provide training services programs in that Local Board's particular Local Area. Training providers are advised that the same program(s) approved for some Local Areas may be denied for other Local Areas based on local criteria and/or need. Only the training providers and training provider programs approved by the Local Boards will be listed as part of the ETPL.

#### **2. Local Board ETPL Policy and Procedures**

Local Boards must establish a local ETPL Policy and Procedures for the approval of providers and programs that includes (but is not limited to):

- a. The method for public notification of the local approval process for the approval of eligible training providers, and;
- b. Any local criteria which is in addition to the WIOA-required criteria for Initial Eligibility and Continuing Eligibility training providers, and;
- c. The process for adding and deleting training providers and training provider programs to or from the local ETPL, and;
- d. The process for posting local policies pertaining to the approval or disapproval of training providers and training provider programs on the local websites, and;
- e. The process for listing of approved training providers and training provider programs, the listing of the local ETPL and the listing of the State ETPL on the One-Stop website, and;

f. The process for the Local Board listing, solely at the Local Board's discretion, on its local ETPL, training providers and training provider programs approved elsewhere in Florida when the training provider has not applied in that Local Area provided they meet the Local Board's needs and criteria.

#### **E. INFORMATION REQUIREMENTS TO ESTABLISH "CONTINUED ELIGIBILITY"**

##### **1. Two-Year Renewals**

After a training provider has: 1. completed the "Initial Eligibility" period of at least one (1) full year, or; 2. successfully applied under the initial implementation of this Policy as a training provider eligible under V(B)(1), all eligible training providers must submit applications for "Continued Eligibility" every two years to maintain their eligibility. Applications for "Continued Eligibility" must be submitted three (3) months before eligibility expires (except for the initial implementation of this Policy). Once on the ETPL, the "Continued Eligibility" application is required. Removal from the ETPL for a period of time does not return the training program to an "Initial Eligibility" status unless, pursuant to section V(I) ("Enforcement"), the training provider's "Continued Eligibility" status was removed.

##### **2. Information**

Each "Continued Eligibility" applicant shall supply the following information:

- a. Verification the provider is licensed, certified, or otherwise authorized under Florida law (if applicable) to provide training services programs. This applies to in-state and out-of-state providers. If an out-of-state provider, Attachment 2 also applies. A section V(B)(1) training provider is exempt from providing verification unless its license, certification or authorization status has changed since its last application.
- b. The total number of persons enrolled in the program.
- c. The total number of participants enrolled in the program.
- d. The total number of persons completing in the program.
- e. The total number of participants completing the program.
- f. The total number of persons awarded a Recognized Postsecondary Credential (or other credential, if applicable),
- g. The total number of participants awarded a Recognized Postsecondary Credential (or other credential, if applicable.)
- h. The total number of persons employed after completing in the program.
- i. The total number of participants employed after completing the program.

j. Information on cost of attendance, including costs of tuition and fees, for participants completing the program.

k. Information on Recognized Postsecondary Credentials (or other credential, if applicable) received by such participants.

l. Whether the credential can be stacked with other credentials as part of a sequence to move an individual along a career pathway or up a career ladder.

m. Description of how the provider will ensure access to training services programs throughout the State, including in rural areas, and through the use of technology (if applicable).

n. Description of how the training services programs serve individuals who are employed and individuals with barriers to employment.

o. Information reported to State agencies with respect to Federal and State training services programs (other than the program carried out under this subtitle), including one-stop partner programs.

p. Such other factors as a Local Board determines are appropriate to ensure:

i) the accountability of the providers;

ii) that the one-stop centers in the State will ensure that such providers meet the needs of local employers and participants;

iii) the informed choice of participants among training services providers; and

iv) see section V(D) above

### **3. Florida Education And Training Placement Information Program ("FETPIP") Information**

Those training providers who have reported any of the above information to FETPIP may utilize FETPIP information in their applications.

### **4. Application**

a. Except for V(B)(2) training providers (registered apprenticeships), all applications for WIOA "Continued Eligibility" must be submitted to each of the Local Boards for which the training provider wants to provide training services. The training provider must specifically identify the program(s) it intends to provide for each Local Area. The training provider shall provide the information described in subparagraph V(E)(2)(a through p) above to the Local Board in a manner that will permit the Local Board to make a decision on inclusion of the training provider on the Local ETPL. A provider that receives "Continued Eligibility" under this paragraph for any program shall be subject to all the requirements for that program even after such "Continued Eligibility" expires.

b. Registered apprenticeship programs who chose to remain on the ETPL are not subject to the "Continued Eligibility" application process.

#### **F. MINIMUM PERFORMANCE TARGETS**

During program year 2016, while the ETPL Policy will not impose state-wide minimum performance targets as eligibility criteria for training programs to remain on either the State or Local ETPL, a Local Board, at its discretion, may continue (or commence) to apply Local Area performance standards (or "targets") as part of its local ETP criteria. Performance information for each program will be posted on the ETPL to help consumers make an informed decision. Once the transition from WIA to WIOA is complete, this Policy may be revised to establish minimum performance targets, by the State for statewide application or by Local Boards for Local Area application, in order for training providers and their programs to remain on the State or Local Area ETPL.

#### **G. EXCEPTIONS TO THE ETPL POLICY REQUIREMENTS**

There are exceptions to the required use of the ETPL for ITA funded training. In situations covered by these exceptions, a contract for services may be used to provide for training instead of the ETPL.

**1. Work-Based Training On-the-job ("OJT")** training, customized training, incumbent worker training, Internships, paid or unpaid work experience and transitional employment are not included in the ETPL and therefore are not subject to the eligibility requirements. Local Boards are required to identify their criteria for selecting such contractors in local policy in their Local Plans and any performance information required by the State will be specified in the specific policies for those types of training.

#### **2. Insufficient Number of Providers**

Where a Local Board determines there are an insufficient number of eligible providers in the Local Area to accomplish the purpose of an ITA, the Local Board may use providers not on the ETPL only if the Local Board uses a process for training provider selection previously approved in its Local Plan. The Local Plan must describe how this determination is to be made and the process for contracting training service providers.

## H. ELIGIBLE TRAINING PROVIDER LIST AND INFORMATION TO ASSIST PARTICIPANTS IN CHOOSING PROVIDERS

### 1. Eligible Training Provider List

DEO shall annually prepare on or before January 31 of each year a Florida statewide Eligible Training Provider List from the information received from the Local Boards' selection of ETPs. The ETPL may be updated during the year at DEO's discretion. In order to facilitate and assist participants in choosing employment and training activities and in choosing providers of training services programs, the Local Board shall ensure there is an appropriate number of ETPs offering program(s) in the Local Area. Each participant shall be given access to "accompanying information" identifying the recognized postsecondary credential offered by the provider and other appropriate accompanying information as described in section V(H)(2). The ETPL shall be provided to all the Local Boards in the State, and made available to such participants and to members of the public through the one-stop delivery system in the State.

### 2. Accompanying Information.

The accompanying information shall include, but is not limited to:

- a.) with respect to eligible training providers described in subparagraphs V(E)(1), ["Continued Eligibility"], information listed in section V(E)(2)(a-i) and Attachment 1 supplied by such providers, disaggregated by local areas served;
- b.) with respect to training providers described in subsection V(C)(2), ["Initial Eligibility"], information listed in section V(C)(2)(a-i) supplied by such providers, disaggregated by local areas served.
- c.) such other information as the Local Board determines to be appropriate.

### 3. Availability And Limitation.

The ETPL and the accompanying information shall be made available to such participants and to members of the public through the one-stop delivery system in the State. In carrying out the requirements of this subsection, no personally identifiable information regarding a student, including a Social Security number, student identification number, or other identifier, may be disclosed without the prior written consent of the parent or student in compliance with section 444 of the General Education Provisions Act (20 U.S.C. 1232g).

### 4. Public Opportunity To Comment

In establishing criteria, information requirements, procedures, and the list of eligible providers, both the State for the state policy/statewide ETP list and the Local Boards for the Local Area

policy/Local Area ETP list shall provide an opportunity for interested members of the public to make recommendations and submit comments regarding such criteria, information requirements, procedures, and list.

## **I. ENFORCEMENT**

### **1. Supplying Inaccurate Information**

Upon a determination that a provider of training services programs, or an individual providing information on behalf of the provider, violated this Policy or WIOA (or title 1 of the Workforce Investment Act of 1998, as in effect on the day before such date of enactment of WIOA) by supplying inaccurate information, the eligibility of such provider to receive funds under chapter 3 shall be terminated for a period of time that is not less than 2 years and the provider's program shall be removed from the ETPL for the same length of time. The provider may be excused if the supplying of inaccurate information was unintentional but the burden of proof of that defense is upon the provider.

### **2. Substantial Violation**

Upon a determination that a provider of training services programs substantially violated a requirement or requirements under this Policy or under WIOA (or title 1 of the Workforce Investment Act of 1998, as in effect on the day before such date of enactment of WIOA), the eligibility of such provider to receive funds under chapter 3 (as stated in section 122(f)(1)(B), WIOA) for the program involved shall be terminated for a period of not less than 2 years and the provider's program shall be removed from the ETPL for the same length of time. "Substantial Violation" may be construed to be one or more egregious violations in a short period of time or numerous minor violations over a longer period of time.

### **3. Removal**

A training provider or its programs may be removed for failing to comply with this Policy, WIOA, State of Florida and/or Local Area requirements, or when the training program is no longer needed or desired, or for cause. "For cause" shall include, but not be limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, misfeasance, malfeasance, nonfeasance or lack of performance.

### **4. Unlawful Remuneration**

An ETP's offer of unlawful remuneration to attract participants shall result in the eligibility of such provider to receive funds under chapter 3 (as stated in section 122(f)(1)(B), WIOA) for the program



involved to be terminated for a period of not less than 2 years and the provider's program shall be removed from the ETPL for the same length of time.

#### **5. Repayment**

A provider of training services programs whose eligibility is terminated under paragraph (1), (2) or (3) shall be liable for the repayment of funds received under chapter 5 of subtitle B of title I of the Workforce Investment Act of 1998, as in effect on the day before such date of enactment, or "chapter 3 of this subtitle" (as stated in section 122(f)(1)(C), WIOA) during a period of violation described in such subparagraph.

#### **5. "Continued Eligibility" Status May Be Removed**

A "Continued Eligibility" provider of training services programs whose eligibility is terminated under paragraph (1), (2) (3) or (4) may, at DEO's discretion, lose its status as a "Continued Eligibility" training provider (see section V(E)(1)) and may be required to reapply as an "Initial Eligibility" training provider before being allowed to provide services.

#### **6. Construction**

The above subsections V(I)(1-5) shall be construed to provide remedies and penalties that supplement, but shall not supplant, civil and criminal remedies and penalties specified in other provisions of law.

### **J. COLLECTION AND DISSEMINATION OF INFORMATION**

#### **1. ETP Reports To FETPIP and EFM**

ETPs must report participants' data for each approved program to the Florida Education & Training Placement Information Program (FETPIP) pursuant to section 445.004(9)(e) and the Employ Florida Marketplace (EFM) once accommodations have been completed for reporting. Florida law requires that educational and workforce training providers report student/participant performance data for each of their training programs to FETPIP. Florida school districts, community colleges, state colleges and state universities report their data directly to FETPIP. Other institutions that wish to be approved as a WIOA ETP must become licensed with the Commission for Independent Education (CIE), when applicable, which coordinates the gathering and analysis of student performance data with FETPIP. Institutions providing secondary training, education or skills that wish to be approved as a WIOA ETP must maintain regional AdvancED/SACS accreditation as a secondary public or private school district.

**K. APPEALS**

For an appeal from any decision made by a Local Board, the appellant shall follow the appeals procedure established in its Local Plan by the Local Board making the decision. For an appeal from any decision made at the State level, the appellant shall follow the appeals procedure established by DEO.

**L. TRANSITION PERIOD FOR IMPLEMENTATION**

CareerSource Florida, DEO and the Local Boards shall implement the requirements of this Policy in a timely manner after the date of enactment of WIOA on July 22, 2014. Pursuant to TEGL 41-14, Change 1, providers eligible on July 22, 2014 to provide training services programs under chapter 5 of subtitle B of title I of the Workforce Investment Act of 1998, (WIA) may continue to be eligible to provide such services until June 30, 2016. Providers seeking eligibility after July 22, 2014 up to the effective starting date of this Policy shall continue to use the application and approval process used under WIA. Pursuant to TEGL 41-14, Change 1, there shall be a transition period starting on the effective starting date of this Policy and ending June 30, 2016 in which all Section V(E) training providers ("Continued Eligibility" training providers) shall submit and have their applications approved under this Policy. "Continued Eligibility" training providers whose applications has not been approved by close of business June 30, 2016 must cease providing training services until such time as their applications are approved under this Policy. Those training providers seeking "Initial Eligibility" are not affected by this transition period and may apply for "Initial Eligibility" at any time starting on the effective starting date of this Policy.

**VI. DEFINITIONS**

**A. CareerSource Florida ("CSF"):** CareerSource Florida is the principal workforce policy organization for the State of Florida. When mentioned in this policy, it is understood that CSF is acting on behalf of the Governor as provided in Section 101(d), WIOA.

**B. Credential:** a formalized recognition (such as a certificate or certification) of an individual's attainment of measurable technical or occupational skills necessary to obtain employment or advance within an occupation., the technical or occupational skills being generally based on standards developed and/or endorsed by employers. A credential can be stacked with other credentials as part of a sequence to move an individual along a career pathway or up a career ladder. (A "work readiness" certificate is not included in this definition because it does not document "measurable technical or occupational skills necessary to gain employment or advance within an occupation.")

**C. Department of Economic Opportunity ("DEO"):** The Department of Economic Opportunity is Florida's state workforce executive agency and is CSF administrative entity for this policy. When mentioned in this policy, it is understood that DEO is acting on behalf of the Governor as provided in Section 101(d), WIOA.

**D. Eligible Training Provider ("ETP"):** A provider of training services programs who has met the eligibility requirements to receive WIOA Title I Adult and Dislocated Worker funds for providing training services programs to eligible individuals. Eligible training providers may also receive Title I Youth funds through ITAs under certain conditions, see Section B. An ETP is an ETP only for the LWDBs which have approved the ETP for their Local Areas and only for the program(s) which each LWDB has approved the ETP to provide in that LWDB's Local Area. An ETP approved by one LWDB does not necessarily mean the ETP will be approved by other LWDBs as each LWDB's ETP criteria and need may differ. An ETP's program(s) approved by one LWDB does not necessarily mean the program(s) will be approved for other Local Areas as the other LWDBs' criteria and need for the program(s) may differ. An ETP will be listed on the LWDB's Local ETPL only if the ETP has its program(s) currently approved by the LWDB compiling the Local ETPL.

**E. Participant:** A person who is eligible under, and receiving training services under, Title I-B in an approved program from an approved training provider.

**F. Program completer:** A program participant who has met all the requirements of a training program.

**G. Program of Training Services:** A training services program is one or more courses or classes, or a structured regimen that leads to one or more of the following:

- 1) A recognized post-secondary credential, secondary school diploma or its equivalent, or;
- 2) Employment, or;
- 3) Measurable skill gains toward such a credential or employment.

**H. Recognized Postsecondary Credential:** A formalized recognition consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State or Federal Government, or an associate or baccalaureate degree.

**I. Targeted Occupation Lists (TOL):** These are the lists, compiled locally as well as statewide, which define demand occupations based on short and long term growth forecasts with a focus on occupations requiring high skills and provide high wages. Local TOLs are compiled and approved by Local Boards in consultation with DEO's Labor Market Statistics Center, based on data provided by the Workforce Estimating Conference as well as additional data provided by the Local Boards

themselves. The state list is a compilation of the local TOLS from the 24 Local Boards. Unless excepted, training services programs for adults and dislocated workers must be directly linked to demand occupations on the local and/or state lists. Pursuant to TOL policy, Local Boards may add or remove occupations based on local needs or requirements.

**VII. ATTACHMENTS (if applicable)**

Attachment 1 – Performance Reporting

Attachment 2 – Out of State Training Institutions

ATTACHMENT 1PERFORMANCE REPORTING

Training providers' performances in respect to the performance accountability measures and other matters for which information is required under section 122(b)(2), WIOA include:

- I. Information on the performance of the provider with respect to the following performance accountability measures described in section 116(i)(1-IV), WIOA, for such participants (taking into consideration the characteristics of the population served and relevant economic conditions), and information specifying the percentage of such participants who entered unsubsidized employment in an occupation related to the program, to the extent practicable;
- II. The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program;
- III. The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program;
- IV. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program;
- V. The percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program. (For the purposes of this clause, program participants who obtain a secondary diploma or its recognized equivalent shall be included in the percentage counted only if such participants, in addition to obtaining such diploma or its recognized equivalent, have obtained or retained employment or are in an education or training program leading to a recognized postsecondary credential within one (1) year after exit from the program.)

ATTACHMENT 2

**OUT-OF-STATE TRAINING INSTITUTIONS**

Out-of-state postsecondary training institutions that are not operating within the State of Florida and are not required to be licensed by the Florida Commission for Independent Education (CIE) must provide the following information to each Local Board with which it wishes to do business:

1. Information listed in V(C) if applying for "Initial Eligibility" or V(E) if applying for "Continuing Eligibility" and Attachment I if applicable for each program for which it seeks approval, and;
2. Evidence that the institution (and applicable programs) is accredited by an accreditation agency approved by the United States Department of Education, and;
3. Evidence that the institution meets the licensing requirements of its home state, and;
4. Evidence that the institution is on its state's Eligible Training Provider List.

In order to provide performance information for its programs, out-of-state providers are required to report their student completion data to FETPIP to the extent feasible under established reporting mechanisms.

**STATEMENT OF WORK  
HOSPITALITY CERTIFICATION AND EMPLOYMENT TRAINING (HCET)  
AND KITCHEN COOK EMPLOYMENT TRAINING (KCET) COHORTS  
THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA  
INTERNATIONAL HOSPITALITY CENTER-HOSPITALITY MANAGEMENT PROGRAM  
AND HOSPITALITY INSTITUTE  
JULY 1, 2019-JUNE 30, 2020**

This **Statement of Work** articulates the conditions under which the District Board of Trustees of Miami Dade College, Florida (hereinafter “Miami Dade College” or “Training Vendor”) shall provide the South Florida Workforce Investment Board (hereinafter “SFWIB”) training cohort services.

**I. INTRODUCTION**

- A.** The Training Vendor through the **International Hospitality Center–Hospitality Management Program and Hospitality Institute** shall implement activities to deliver instructions for hospitality certification, culinary and catering skills certification cohorts through a program entitled the **Hospitality Certification and Employment Training (HCET) and Kitchen Cook Employment Training (KCET)**.
- B.** The Training Vendor will utilize the American Hotel & Lodging Educational Institute (AHLEI) START (Skills, Tasks and Results Training) and the American Culinary Federation standards to structure the curriculum components.
- C.** The HCET and KCET cohorts shall provide qualified eligible individuals with the necessary skills training for entry into a career in hospitality and culinary that is consistent with industry needs; will help address current and future labor shortages; and will increase participants’ employment opportunities upon course completion.
- D.** The HCET and KCET shall be delivered at the Miami Dade College campuses and other locations approved by the SFWIB throughout Miami-Dade County, as needed. Classes will be taught by experienced Miami Dade College instructors and expert industry trainers.
- The HCET shall target, train and prepare up to **sixty (60)** SFWIB-qualified, eligible participants who reside at Lotus House to successfully complete training, receive certifications and practical experience in one of the two targeted hospitality positions: Guest Service Specialist and Food Service Specialist to become employable and placed in entry level positions within the industry.
  - The KCET shall target, train and prepare up to **eighty (80)** SFWIB-qualified, eligible participants who reside at the Camillus House to successfully complete training and receive practical experience in kitchen cook skills with associated certifications to become employable and placed in entry level positions within the industry.
- E.** The HCET shall have the following main components:
- i. Hospitality industry employment, hands-on training, customer service training, and industry related workforce readiness training.
  - ii. AHLEI Certification in one (1) hospitality position (if participant achieves a score of seventy percent (70%) or better on the written exam graded by AHLEI).
  - iii. AHLEI Certification in Guest Service Gold (if participant achieves a score of seventy percent (70%) or better on the written exam graded by AHLEI).
  - iv. OSHA 10 Training.
  - v. Safe Staff Food Handler Certification (for Food Service Specialist Training).
  - vi. Job placement assistance in coordination with the SFWIB’s designated authorized representative Lotus House center.

F. The KCET program shall have the following main components:

- i. Orientation and workforce readiness training.
- ii. Classroom instruction, hands-on kitchen lab training, food safety and sanitation training, catering and industry related workforce readiness training.
- iii. AHLEI testing and Kitchen Cook certification (if the participant achieves a score of seventy percent (70%) or better on the written exam graded by AHLED).
- iv. State mandated Florida Safe Staff Food Handler Certification.
- v. Job placement assistance in coordination with the SFWIB's designated authorized representative Camillus House center.

G. The underlying premise of the HCET and KCET program is to prepare participants for employment or higher education. Preparation for the workplace requires students to be trained to meet industry needs, which requires a working relationship between the SFWIB, MDC, hotels, restaurants, economic development organizations, and industry associations.

## II. CERTIFICATION

### A. HCET

Participants successfully mastering the competencies of the course will receive a certification from the Training Vendor and the Florida Restaurant & Lodging Association Food Safety certification (for Food Service Specialist only). Upon completion of this course, participants will have the following options:

- i. Employment with entry-level skills.
- ii. Choice of career in the industry (e.g., Guest Service Specialist, and Food Service Specialist).
- iii. Matriculate in a post-secondary program.

### B. KCET

Participants successfully mastering the competencies of the course will receive a certification from the Training Vendor and the American Hotel & Lodging Educational Institute (AHLEI). Upon completion of this course, participants will have the following options:

- i. Employment with entry-level skills as a kitchen cook.
- ii. Choice of career in the industry (e.g., hotel kitchens, cafeterias, restaurants, hospitals, and catering).
- iii. Matriculate in a post-secondary program.

## III. TRAINING SCHEDULE

A. The HCET and KCET training is schedule to begin no earlier than **July 1, 2019** and end no later than **June 30, 2020**.

- HCET: Cohort classes, once scheduled and approved by the SFWIB will be offered twenty (20) hours per week for four (4) weeks totaling eighty (80) hours.
- KCET: Cohort classes, once scheduled and approved by the SFWIB will be offered Monday through Friday with day hours from 10:00 a.m. to 5:00 p.m.

B. The programs require a minimum of **fifteen (15) and up to twenty (20) students per cohort** for four (4) weeks totaling eighty (80) hours for the HCET and eight (8) weeks totaling two-hundred (200) hours for the KCET. Each class will begin when a **minimum of fifteen 15 and up to twenty (20)** qualified eligible participants are identified. If the mandated minimum number of qualified eligible students are not enrolled by the start date of the cohort or within the first two (2) days, the class shall be cancelled.



#### IV. PROGRAM OFFERINGS

- A.** The Training Vendor shall provide the following to HCET participants, but are not limited to:
- a. Classroom training based on American Hotel and Lodging Association Education Institute (AHLEI) START Certification Curriculums;
  - b. Customer service skills training;
  - c. Classroom instruction and skills training in one of three hospitality industry specialist positions and related industry operations;
  - d. Hands on experience and participation in industry and college events;
  - e. Increased vocabulary and terminology utilized in the hospitality industry;
  - f. Employability skills, professionalism and work ethics;
  - g. Enhanced communication and interview skills;
  - h. Instruction on the proper dress code and industry code of professionalism;
  - i. Miami Dade College Certificate of Completion; and
  - j. AHLEI testing and certification in one (1) hospitality position and Guest Service Gold (if the participant achieves a score of seventy percent (70%) or better on the written exam graded by AHLEI).
- B.** The Training Vendor shall provide the following to KCET participants, but are not limited to:
- a. Orientation and workforce readiness;
  - b. Classroom training based on American Culinary Federation standards and American Hotel & Lodging Educational Institute (AHLEI) Kitchen Cook program;
  - c. Classroom instruction and skills training in cooking, food service, food safety and sanitation, and related industry operations;
  - d. Customer service skills training;
  - e. Hands on experience and participation in industry and college events;
  - f. Increased vocabulary and terminology in the culinary industry;
  - g. Employability skills, professionalism and work ethics;
  - h. Enhanced communication and interview skills;
  - i. Instruction on the proper dress code and industry code of professionalism;
  - j. Testing during and at the end of the instructional period;
  - k. AHLEI testing and certification (if the participant achieves a score of seventy percent (70%) or better on the written exam graded by AHLEI);
  - l. Florida Safe Staff Food Handler Training, Testing and Certification; and
  - m. Miami Dade College Certificate of Completion.

#### V. PROGRAM ENROLLMENT

Participants referred to the Training Vendor by the SFWIB or the SFWIB's authorized representative with Camillus House and Lotus House centers may enroll only in the approved training cohort program. The Training Vendor shall not enroll any participant in the training cohort program without sufficient referral evidence (i.e. a voucher or an email from an SFWIB Adult Programs authorized representative).

Not later than two (2) days after the training start date a list of all enrolled program participants must be submitted to the SFWIB Adult Programs authorized representative. In addition, not later than ten (10) business days after the program completion the program participant's outcome status (i.e. completed, certification attained or the participant dropped out of the cohort), must be submitted to the SFWIB via the Workforce Management System (WFMS). Additionally, proof that the certification exam was administered, for the programs that require a certification to become employed in the occupation, must be submitted to the SFWIB's Adult Programs.

The use of unlawful compensation to the participant in return for attending a Training Vendor's institution is specifically prohibited and Training Vendors implicated in such unlawful compensation will be removed from the

SFWIB list of approved Training Vendors. Unlawful compensation does not include student financial assistance programs.

## VI. QUALITY OF TRAINING

The Training Vendor agrees and understands that the performance of training services shall conform to the highest professional standards including but not limited to the following requirements:

1. Equipment and assets shall always be maintained.
2. Instructors/trainers, counselors and other professional and paraprofessional staff shall be properly certified, where required by the State of Florida or other agencies, and be qualified to perform their duties. The SFWIB shall reserve the right to review and approve staff qualifications and certifications.

## VII. PERFORMANCE MEASURES

The Training Vendor performance measures/outcomes shall be seventy percent (70%) completion rate and seventy percent (70%) placement rate in the areas of training and seventy percent (70%) certification/credential attainment rate and documentation of industry certification.

### A. Completion Rate

This measure examines the percentage of participants who successfully complete training in an approved SFWIB program.

### B. Training-Related Placements

This measure examines those SFWIB participants who have a training outcome and obtained unsubsidized employment in a training-related occupation within 180 days of the outcome. All Training Related Placements must have a wage rate at or above the training program's Quadrant Benchmark.

### C. Certification/Credential Attainment

This measure examines the completion of an organized program of study: Educational Diplomas and Certificates (typically for one academic year or less of study); Industry-recognized or professional association certifications; also known as personnel certifications; and other certificates of skills completion.

## VIII. SERVICES

A. The Training Vendor shall be responsible for the following, but are not limited to:

1. Assessment and testing materials
2. Instructional software
3. Instructional cost including salary and fringe
4. AHLEI text book and class material
5. Field trips and transportation
6. Program coordination and administration
7. Uniforms (polo shirts), safety shoes, two (2) chefs uniforms per participant, aprons and hats, professional chef knives, and name tags for participants
8. Maintenance/repairs
9. Administration and training related personnel
10. Maintain time and attendance of trainees
11. Classroom and laboratory
12. Registration
13. Office supplies/printing
14. Drug testing fees
15. Promotional materials
16. Textbooks and certification costs

17. Industry outreach/networking
18. Miami Dade College Certificate of Completion
19. Food safety training and certification costs (for Food Service Specialist)
20. OSHA 10 Training
21. Guest service Gold Certification costs
22. Completion showcase

**B.** The Training Vendor shall also be responsible for the following, but are not limited to:

1. Enrolling only the SFWIB's qualified eligible participants referred by the SFWIB's designated authorized representative Camillus House and Lotus House centers.
2. Recruiting and referring interested individuals to the SFWIB's designated authorized representative Camillus House and Lotus House centers.
3. Coordinating orientation sessions with the participants for each of the cohorts regarding the HCET and KCET.
4. Providing certified instructor(s) who possess(es) extensive industry experience to deliver the customized HCET and KCET and schedule all class lecture sessions, courses, and exams.
5. Providing the SFWIB with a copy of the curriculum outline(s).
6. Maintain ongoing communication with the SFWIB regarding participant attendance records, evaluations, activities and training sessions conducted, and outcomes.
7. Providing classroom instructions and distributing subject matter.
8. Proctoring certification exams and sending exams to AHLEI for grading.
9. Providing job placement assistance in coordination with the SFWIB's designated authorized representative Camillus House and Lotus House centers.
10. Ensure all participants take the certification exam that completes the training.
11. Participants attaining program outcomes and reporting the outcomes to the SFWIB.

#### **IX. PAYMENT PROCESS AND INVOICING**

Invoicing for services rendered under the Agreement shall be set forth in **Article II, Method of Payment and Invoicing of Exhibit B, Payment Provisions**. The amount payable to the Training Vendor under this Agreement shall not exceed **\$170,020.00**.

**PAYMENT PROVISIONS**  
**HOSPITALITY CERTIFICATION AND EMPLOYMENT TRAINING (HCET)**  
**AND KITCHEN COOK EMPLOYMENT TRAINING (KCET) COHORTS**  
**THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**  
**INTERNATIONAL HOSPITALITY CENTER-HOSPITALITY MANAGEMENT PROGRAM**  
**AND HOSPITALITY INSTITUTE**  
**JULY 1, 2019 - JUNE 30, 2020**

**I. PROGRAM COSTS**

- A.** The amount payable to the **Training Vendor** for the provision of the services provided in accordance with **Exhibit A, Statement of Work** is one-hundred and seventy thousand twenty dollars (**\$170,020.00**) for a total of eight (8) cohorts as follows:
1. Four (4) customized Hospitality Certification and Employment Training (HCET) totaling forty thousand twenty dollars (\$40,020.00).
  2. Four (4) customized Kitchen Cook Employment Training (KCET) totaling one hundred and thirty thousand dollars (\$130,000.00).
  3. The first cohort shall begin July 1, 2019 and the last cohort shall end on or before June 30, 2020.
- B.** **The HCET Program Costs is \$10,005.00 per cohort session for a total of \$40,020.00 will include, but are not limited to, the following:**
1. Tuition for four (4) customized four-weeks HCET cohorts:
    - o The first cohort shall begin on or after **July 1, 2019** and the last cohort shall end on or before **June 30, 2020** when a **minimum of 15 up to 20** qualified eligible participants are identified per cohort
    - o If the mandated minimum number of fifteen (15) qualified eligible students are not enrolled by the start date of the cohort or within the first two (2) days, the class shall be cancelled.
  2. Registration
  3. School identification card
  4. Full-time program manager salary and fringe benefits
  5. Full-time coordinator salary and fringe benefits
  6. Instructor salaries/prep and fringe benefits
  7. Record keeping
  8. Miami Dade College assessment, test and certificate of completion
  9. Uniforms for participants
  10. Classroom
  11. Completion Luncheon
  12. Industry outreach/networking
  13. Drug testing fees
- C.** **The KCET Program Costs is \$32,500.00 per cohort session for a total of \$130,000.00 will include, but are not limited to, the following:**
1. Tuition for four (4) customized eight-weeks KCET cohorts:
    - o The first cohort shall begin on or after **July 1, 2019** and the last cohort shall end on or before **June 30, 2020** when a **minimum of 15 and up to 20** qualified eligible participants are identified per cohort
    - o If the mandated minimum number of fifteen (15) qualified eligible students are not enrolled by the start date of the cohort or within the first two (2) days, the class shall be cancelled.
  2. Registration
  3. School identification card
  4. Food for instruction

5. Supplies and materials
6. Miami Dade College Hospitality assessment and testing
7. Culinary instructional cost including salary and fringe benefits
8. Job skills instructor & prep salary and fringe benefits
9. Part-time administrative clerk annual salary and fringe benefits
10. Equipment repair
11. Two (2) chef uniforms per participant (to be retained by students)
12. Aprons and hats
13. Safety shoes
14. Disposable gloves
15. First-Aid supplies
16. Linens
17. Maintenance
18. Training kitchen facilities
19. Kitchen supplies (cleaning and chemicals)
20. Industry outreach/networking
21. Drug testing fees

## II. METHOD OF PAYMENT AND INVOICING

- A. The SFWIB agrees to compensate the Training Vendor for the costs associated with the provision of the services provided in accordance with the terms of the **Statement of Work, Exhibit A**.
- B. Upon receipt of a completed itemized original signed invoice package, the Training Vendor shall receive payment of up to one-hundred and seventy thousand twenty dollars (\$170,020.00) for the eight (8) cohorts set forth herein when the conditions are met as defined in **Article II, Section C-Request for Payment** below, after the following conditions are met:
  1. Completion of Reconciliation in WFMS indicating outcomes (i.e. completed/not completed).
  2. Minimum enrollments are met as set forth in **Article I, Section B-1** above.
- C. Requests for Payment. To receive payment the Training Vendor shall forward to the SFWIB an itemized original signed invoice package for the payment being requested, this invoice package shall include the documents as described below:
  1. An original signed Workforce Management System (WFMS) invoice per cohort session listing the full names of all participants, issued date of the voucher, and the voucher number of each participating in the cohort session of the program.
  2. A statement on letterhead, indicating that the participants completed all the requirements of the program, for the participants that completed the program.
- D. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall make payment to the Training Vendor via Electronic Fund Transfer. The Contractor shall complete an **Authorization Agreement for Direct Deposits (ACH Credits)**.
- E. This payment represents an all-inclusive fee. No other payments by the SFWIB to the Training Vendor for any goods or services of any kind whatsoever, including, but not limited to, charges or expenses for travel, copying, courier, postage, or personal expenses, shall be made and the Training Vendor shall be solely responsible for any such goods or services, charges or expenses, incurred by the Training Vendor.
- F. Failure to submit an original signed invoice with the required supporting documentation for each cohort stipulated in the Agreement shall be considered a breach of this Agreement.

- G.** Payments shall be made and vouchers shall be issued according to the minimum number to start the program based on the provisions of the contract. Payments shall be made once the training has been completed and the Training Vendor has reconciled and reported the results including completions and certifications, prior to invoicing.
- H.** Processing the Request for Payment. The Parties agree that the processing of a payment request by the Training Vendor shall be completed within fifteen (15) business days or less after receipt of the request by the SFWIB if the required invoice package and required supporting documentation are complete, satisfactory, and have been approved by the SFWIB. It is solely the responsibility of the Training Vendor to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the SFWIB.

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## ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Training Vendor has failed to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Training Vendor 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 Training Vendor 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 Training Vendor certifies to the best of the Training Vendor's knowledge and belief, to the following:

1. The Training Vendor 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 Training Vendor 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 Training Vendor 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 Training Vendor 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 Training Vendor shall comply with the language of the certification with regards to the Training Vendor's subcontractors. The Training Vendor 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 Training Vendor is unable to certify to any of the statements in this certification, such Training Vendor shall submit an explanation to the SFWIB attached to this form.



**B. CERTIFICATION REGARDING LOBBYING**

The Training Vendor certifies, to the best of the Training Vendor's knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Training Vendor shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

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

**C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Training Vendor assures and guarantees that the Training Vendor shall comply with the federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

**D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES**

As a condition for the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act (WIOA), and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Training Vendor 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 WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including Limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and

## Exhibit D

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 Training Vendor also assures that Training Vendor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Training Vendor's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Training Vendor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Training Vendor 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 Training Vendor hereby certifies that neither the Training Vendor, nor any person or affiliate of the Training Vendor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

The Training Vendor understands and agrees that the Training Vendor 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 Training Vendor assures that the Training Vendor will comply with the Sarbanes-Oxley Act provisions as set forth below:

#### Provisions of the Act – Title X1 – 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 Training Vendor assures that the Training Vendor shall 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 of which are created pursuant to section 215.473, Florida Statutes, or the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Training Vendor, I hereby certify that the company identified in the section entitled "Training Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan 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, attorneys' fees, and/or costs.

**I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES**

The Training Vendor shall disclose to the SFWIB if the Training Vendor 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:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

**BY SIGNING BELOW, THE TRAINING VENDOR CERTIFIES AND ASSURES THAT THE TRAINING VENDOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH I, ABOVE.**

The District Board of Trustees of Miami Dade College, Florida

\_\_\_\_\_  
Training Vendor Name

Lenore P. Rodicio, Executive Vice President and Provost

\*Name and Title of Authorized Representative

  
Signature of Authorized Representative

12/5/19  
Date

\*The signatory should be fully and duly authorized to execute agreements on behalf of the Training Vendor named above.

## 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.

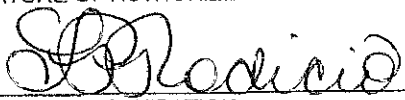
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**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.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		TITLE Lenore P. Rodicio, Ph.D. Executive Vice President and Provost	
APPLICANT ORGANIZATION The District Board of Trustees of Miami Dade College, Florida		DATE SUBMITTED 12/5/19	

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Miami Dade College**

2 Business name/disregarded entity name, if different from above  
**Same as above.**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See Instructions.  
**11011 S.W. 104th Street, Room # 9254**

6 City, state, and ZIP code  
**Miami, FL 33176**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

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**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

or

Employer identification number

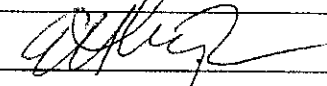
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 11/6/18

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

\* Employer Identification Number was not recorded in Sombiz.org. EIN matches with online information and Department of Tax Administration

AGENCY: The District Board of Trustees of Miami Dade College

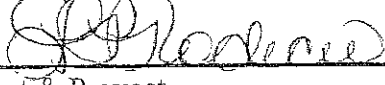
DATE: 11-05-2019

**ORGANIZATIONAL RESPONSIBILITIES**

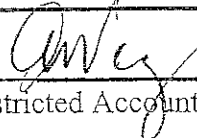
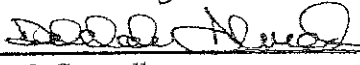
Provide the names(s) and telephone number of the person(s) who has been designated the responsibility within the following areas:

POSITION	NAME	TELEPHONE NUMBER & E-MAIL
Chairman of the Board:	<u>Bernie Navarro</u>	<u>305-237-3118 gandrews@mdc.edu</u>
Chief Executive*:	<u>Dr. Rolando Montoya, Interim College President</u>	<u>305-237-3118 gandrews@mdc.edu</u>
Project Director:	<u>Shelly Fano</u>	<u>305-237-3370 efano@mdc.edu</u>
Affirmative Action Officer:	<u>Dr. Joy Ruff</u>	<u>305-237-0269 jruff@mdc.edu</u>
Personnel Officer:	<u>Iliana Castillo-Frick</u>	<u>305-237-0755 ifrick@mdc.edu</u>
Fiscal Management Officer:	<u>Delilah Almeda</u>	<u>305-237-0642 dalmeda1@mdc.edu</u>

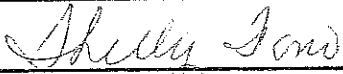
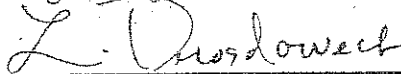
Name Signature

- Person Authorized to Sign Contract(s) according to Corporate/ Board Resolution, Sole Director Affidavit or LLC Affidavit  
Dr. Lenore P. Rodicio   
 Executive Vice-President & Provost

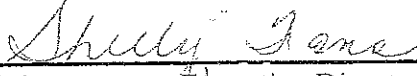
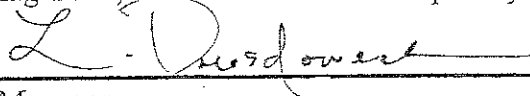
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- Persons Authorized to Sign Invoicing Packages  
 (Finance Manager or above)  
 (Two signatures required)
  - Ana Maria Vega   
Assistant Controller Restricted Accounts Services – Business Affairs
  - Delilah Almeda   
AVP Accounting Services & Controller

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- Persons Authorized to Pick Up Emergency Payments/Checks
  - Shelly Fano   
Chair Hospitality Management/Executive Director Hospitality Institute
  - Laura Drosdowech   
Hospitality Institute Manager

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- Person(s) Authorized to Sign and/or Pick Up Other Relevant Documents
  - Shelly Fano   
Chair Hospitality Management, Executive Director Hospitality Institute
  - Laura Drosdowech   
Hospitality Institute Manager

\*Specify Title: President, CEO, Mayor, City Manager, Superintendent, etc., as applicable.

- FASCIMILE SIGNATURES REQUIRED: Must be Bonded when required by Contract.