

**WORKFORCE SERVICES
SUBRECIPIENT CONTRACT BETWEEN THE
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
FLORIDA MEMORIAL UNIVERSITY, INC.**

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

PASS THROUGH:	
DEPARTMENT OF ECONOMIC OPPORTUNITY	
CFDA	FAIN
WIOA AD: 17.258	AA347622055A12
WIOA DW: 17.278	AA347622055A12
WIOA RR: 17.278	AA347622055A12
TANF: 93.558	G-2001FLTANF
SNAP: 10.561	215FL412Q7503
UI: 17.225	U1344902060A12

AWARDING OFFICIAL CONTACT INFORMATION
Name: Rick Beasley
Title: Executive Director
Telephone Number: (305) 929-1500
Date of Notice: June 16, 2022
R&D: No

CONTRACTOR
Florida Memorial University, Inc.
15800 NW 42nd Avenue
Miami Gardens, Florida 33054
DUNS Number: 07-7273951

TITLE OF CONTRACTOR'S PROGRAM
"CareerSource center: Florida Memorial University"

CONTRACT AMOUNT:
\$75,000.00

INDEX CODE NUMBER:
52279

CONTRACT NUMBER:
WS-CDC-PY'22-79-00

CONTRACT PERIOD:
July 1, 2022 – June 30, 2023

ARTICLE I

INTRODUCTION AND CONDITIONS PRECEDENT

A. PARTIES TO SUBRECIPIENT CONTRACT

This Subrecipient Contract ("Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB") and **Florida Memorial University, Inc.** (the "Contractor") (referred to individually as "Party" and collectively as the "Parties"). This Contract establishes a sub-recipient, contractual, independent contractor relationship between the SFWIB and the Contractor in which the Contractor accepts substantial financial and programmatic responsibilities for the use of federal, state, and, if applicable, local funds. In consideration of the mutual obligations and covenants and other good and valuable consideration, the Parties agree as follows:

B. DEFINITIONS

The Definitions for this Contract can be found in **Exhibit F, Definitions**.

C. EFFECTIVE TERM

This Contract shall commence upon **July 1, 2022**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2023**, unless earlier terminated as provided below.

D. TOTAL PAYMENT

Subject to the availability of funds to the SFWIB, the maximum amount payable for services rendered under this cost reimbursement Contract shall not exceed **\$75,000.00** as distributed among the programs set forth in the table below. If the SFWIB’s available funding is reduced, for any reason, the amount payable under this Contract may be reduced at the option and sole discretion of the SFWIB. If the amount payable under this Contract is reduced, the Contractor shall receive a revised award letter indicating the new cost requirements, and the Contractor, in its sole discretion, shall determine whether to accept the terms of the new award letter.

FMU	WIOA Adult	WIOA Dislocated Worker	WIOA Rapid Response	TANF	SNAP	REA	Total
Total Allocation	\$ 24,278	\$ 17,031	\$ 3,923	\$ 27,078	\$ -	\$ 2,690	\$ 75,000

E. STATEMENT OF WORK/PROGRAM DESIGN AND SERVICE DELIVERY

The Contractor agrees to render services in accordance with **Exhibit A, Statement of Work** attached hereto and incorporated herein.

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

F. CONDITIONS PRECEDENT

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

1. Articles of Incorporation and Corporate By-Laws (If Applicable).
2. Board of Directors Requirements. A formal resolution from the Contractor’s Board of Directors or other document from its governing body authorizing execution of the Contract with the SFWIB to ensure that the Contractor’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 Contractor, which certifies the following: that the Contractor is organized under the laws of the state of Florida or another state and registered to do business in the state of Florida; that all fees and all penalties fees, related to filing of registration, re-instatement, renewal, etc., have been paid; that the Contractor’s most recent annual report has been filed; that Contractor’s status is active; and that the Contractor has not filed Articles of Dissolution with the state of Florida or another state.
4. Financial and Compliance Audit. The Contractor shall have performed an annual certified public accountant’s opinion and related financial statements in accordance with the single Audit Act Amendments of 1996, as amended, and compliance with the State of Florida requirements and 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Contractor shall submit an original or electronic copy of the Audit Report

within the time line specified in 2 CFR Chapter II, Subpart F, § 200.512 (a).

G. INSURANCE

1. The Contractor shall maintain the required insurance as specified below, and shall provide to the SFWIB, proof of such insurance in compliance with the timelines identified in Section 2b below. The SFWIB shall not disburse any funds until the SFWIB is provided with the necessary certificate(s) of insurance, the SFWIB has approved such document(s), and executed the Contract. Such insurance policies shall be in the amounts indicated below:
 - a. Commercial General Liability Insurance:
 - i. Contractor shall secure occurrence-based commercial general liability (“CGL”) insurance provided by a policy with coverage at least as broad as an unendorsed ISO CG 00 01 12 04 form, including, but not limited to, coverage for premises, operations and products/completed operations. Contractor shall ensure that the limits are at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. Commercial umbrella or excess liability insurance on a follow-form basis may be used to satisfy the required liability limits if the primary limits are insufficient.
 - ii. Contractor shall ensure that the SFWIB and its directors, officers, employees and agents, are covered as additional insureds without limitation for the CGL policy. Contractor shall provide primary coverage for additional insureds. Contractor shall ensure that coverage other than CGL insurance available to SFWIB is in excess of Contractor’s coverage. Such coverage cannot be called upon to contribute to defense or settlement of claims until Contractor’s coverage has been exhausted by defense or settlement of claims arising out of or related to Contractor’s performance of the Contract.
 - b. Automobile Liability Insurance:
 - i. For all vehicles including, but not limited to, all owned, non-owned, leased and hired automobiles by the Contractor, which are utilized in connection with the services provided under the Contract, auto liability insurance is required with unimpaired coverage limits of at least One Million Dollars (\$1,000,000.00) combined single limit per accident. The endorsement of PIP must be added.
 - ii. Non-owners auto liability insurance is required if any personal vehicles are utilized by employees for use in connection with the services provided under the Contract. Non-owners auto liability insurance is required regardless of whether or not the employee requests mileage reimbursement.
 - c. Worker’s Compensation Insurance: For each person employed or enrolled by the Contractor, the Contractor shall secure worker’s compensation insurance, including, but not limited to, insurance for participants enrolled in occupational skills training or employability skills training programs and projects. Worker’s compensation insurance shall be secured in an amount that is consistent with Chapter 440, Florida Statutes. In cases of participant work experience, the State of Florida covers worker’s compensation for Florida Department of Economic Opportunity (“DEO”) funded work experience programs administered pursuant to section 445.009(11), Florida Statutes. If worker’s compensation insurance cannot be secured for participants, an alternative insurance approved in advance and in writing by the SFWIB must be secured.
 - d. Employer’s Liability Insurance: The Contractor shall secure employer’s liability insurance with a limit of no less than \$100,000 bodily injury each accident, \$100,000 bodily injury by disease each employee and \$500,000 policy limit for bodily injury by disease, on behalf of and in the name of the Contractor.
 - e. Worker’s Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI):

The Contractor shall secure worker's re-employment assistance insurance in accordance with federal and state laws for each person it employs. The Contractor shall submit the following documents:

- i. A copy of the two most recent RT-6 reports (or RT-29 if applicable), submitted to the state of Florida.
- ii. Proof that RAI taxes were paid to the state of Florida in the two most recent quarters:
 - Tax summary page or tax impound pages from your P.E.O., or
 - Bank statements showing payments/electronic funds transfers to the State, or
 - Copies of canceled checks.

Ensure that the amounts indicated in the proofs of payment match the amount totals of the RT-6/RT-29 reports.

- f. **Fidelity Bond Insurance:** The Contractor shall provide fidelity bonding for ALL staff persons through the purchase of a blanket fidelity bond in an amount sufficient to cover **one hundred (100) percent** of the value of the total Contract amount. The certificate of bonding insurance must include a statement that names the SFWIB as the **Loss Payee** for any claim involving the SFWIB's funds or as **Trustee of the Bond** or as an **Additional Insured**.

2. Submission of the Insurance to the SFWIB:

- a. The Contractor shall secure all insurance required under this Contract **prior to the provision of services under the Contract**.
- b. **All Policies and Certificates of Bonding and Insurance must be in the possession of the SFWIB prior to the execution of the Contract.** If the Contractor secures any of the insurance policies, which have effective dates that are after the beginning effective period of the Contract, then **the beginning effective period shall be equal to the effective date of the latest insurance policy secured by the Contractor.**
- c. The Contractor may not incur any costs prior to the effective period of performance of the Contract. If such costs are incurred, they are the sole responsibility of the Contractor and may not be reimbursed through any funds awarded by the SFWIB.
- d. All insurance policies secured by the Contractor must be issued by companies authorized to do business in the state of Florida, with the following qualifications:
 - i. The company must be rated not less than "A" as to management; and not less than Class "VII" as to financial strength by the latest edition of Best's Insurance Guide, published by A. M. Best Company, Inc., Oldwick, New Jersey, or its equivalent, subject to the approval of the SFWIB;

or

- ii. The company shall hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized to do Business in Florida," issued by the state of Florida Department of Insurance and shall be members of the Florida Guaranty Fund.
- e. All certificates of bonding and insurance submitted to the SFWIB must provide the following information:
 - i. The agency/individual/position that is insured/bonded;
 - ii. The amount of the bond or insurance policy;
 - iii. The beginning effective date of the policy and the expiration date of the policy;
 - iv. A statement, which ensures that the SFWIB will be notified of any cancellation of the policy at least thirty (30) days prior to said cancellation; and

- v. A statement naming the **SFWIB as the Loss-Payee or as an additional party insured with respect to each of the coverages required by this Contract** set forth in sections 1-a, 1-b, 1-d, and 1-f above.
3. If an insurance policy is cancelled during the effective period of the contract, the SFWIB shall withhold all payments from the Contractor until a new certificate of insurance is submitted and accepted by the SFWIB. The new insurance policy must cover the period commencing from the date of cancellation of the prior insurance policy.
4. If the Contractor fails to secure the required insurance as a result of such cancellation within ten (10) calendar days after the effective date of cancellation, the SFWIB may immediately terminate the Contract.
5. The Contractor shall notify, in writing, the SFWIB of any changes in insurance coverage, including, but not limited to, any renewals of existing insurance policies, not later than ten (10) days prior to the effective date of the changes.
6. Upon review of the Contractor's **Statement of Work, Exhibit A**, the SFWIB may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Contractor to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by the SFWIB prior to any such decrease, waiver or modification.
7. The SFWIB may require the Contractor to furnish additional or different insurance coverage, or both, as may be required from time to time pursuant to applicable law. Provision of insurance by the Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the SFWIB may have against the Contractor for any liability of any nature or of any kind related to performance under this Contract or otherwise.
8. **Government Entities Only:** The Contractor, as a self-insured governmental entity, shall provide to the SFWIB, a letter stating that it is self-insured and maintains an ongoing self-insurance program as allowed under chapter 284, Florida Statutes, and that such self-insurance also offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor. The SFWIB shall not disburse any funds until the SFWIB is provided with the letter of self-insurance, the SFWIB has approved such document, and executed the Contract.

H. LICENSING

The Contractor shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurance, permits and accreditations, required by the state of Florida, by the County where the services are being provided, by the local municipality where the services are being provided, by the SFWIB, and by the federal government. If the Contractor fails to provide the foregoing within thirty (30) days of a written request by the SFWIB, the SFWIB may, in its sole discretion, immediately terminate this Contract.

I. LEVEL 2 BACKGROUND SCREENING REQUIREMENT

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

Laws include, but are not limited to the National Child Protection Act of 1993, as amended, and as implemented by sections 943.0542 and 984.01(2), Florida Statutes, and chapters 39, 402, 409, 394, 407, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time. The Contractor agrees to perform background

screening through the Florida Department of Law Enforcement (“FDLE”), Volunteer & Employee Criminal History System (“VECHS”) program.

1. The SFWIB requires and Contractor agrees that the Contractor’s **current and prospective** employees, volunteers and subcontracted personnel must complete a **Level 2** background screening, and be eligible for employment with any SFWIB-funded program as set forth herein, **prior** to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** No later than ten (10) business days **prior to** employment, volunteerism, or performance of any work for any SFWIB-funded program, the Contractor shall furnish the SFWIB with an **Affirmation/Acknowledgement Form, Attachment 1**, which confirms the background screening was completed for all employees, volunteers and subcontracted personnel who will be volunteering or working for Contractor on this Contract and that they are eligible to volunteer or for employment, pursuant to chapter 435, Florida Statutes, as may be amended from time to time.
2. The **Level 2** background screening shall include, fingerprinting for statewide criminal history records checks through the FDLE and nationwide criminal history records checks through the Federal Bureau of Investigation (“FBI”), and may include local criminal records checks through local law enforcement agencies. To obtain fingerprint-based background checks, the Contractor must apply to FDLE and be qualified to access records provided by FDLE and the FBI, through VECHS. The Contractor shall notify the SFWIB that it has obtained/not obtained the approval from FDLE within thirty (30) days of Contract award. The Contractor shall also notify the SFWIB if it is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB. The SFWIB reserves the right to perform background screening of Contractor’s staff assigned to the SFWIB’s CareerSource center(s) at Contractor’s expense. The Contractor shall reimburse the SFWIB for any expense resulting from background screening of staff by the SFWIB as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.
3. The Contractor shall not hire persons that may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in chapter 414, Florida Statutes, relating to public assistance fraud or chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in section 741.28, Florida Statutes, whether such act was committed in this state or in another jurisdiction.
4. The Contractor shall not hire persons that have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under the provisions of section 435.04, Florida Statutes, or similar law of another jurisdictions relating to the same offenses.
5. The Contractor shall make the decision to hire or assign to the SFWIB’s funded program(s) persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the Contractor’s current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by section 435.04, Florida Statutes, or other applicable law. A Contractor’s decision to hire or assign an individual to the SFWIB’s funded program(s) does not guarantee the SFWIB will grant the Contractor’s current and prospective employees, volunteers and subcontracted personnel with access to any SFWIB funded program, CareerSource center, Access Point, Tech Hire Center, Information Technology system, or program files.
6. The Contractor must submit an **Affirmation/Acknowledgement Form, Attachment 1**, along with the background screening results to SFWIB’s Quality Assurance Coordinator **no later than ten (10) business days prior to** employment, volunteerism, or performance of any work for any SFWIB-funded program. The background information will be reviewed by SFWIB staff and a decision on whether or not access will be granted shall be made within ten (10) business days of receipt of the Affirmation/Acknowledgement Form.
7. The Contractor must ensure that each current employee, volunteer, or subcontracted personnel working in any SFWIB-funded program provides an **Affidavit of Good Moral Character, Attachment 9**, subject to

penalty of perjury, declaring compliance with the qualification requirements for employment pursuant to chapter 435, Florida Statutes, and agreeing to inform the employer immediately if arrested for any offense while employed by, volunteering for, or subcontracting for the employer.

8. Upon learning of the arrest of an employee, a volunteer, or subcontracted personnel, the Contractor must notify the SFWIB of such arrest by the next business day. The Contractor will review the circumstances of the arrest and determine whether the employee, volunteer or subcontracted personnel is eligible for continued employment. If the current employee, volunteer, or subcontracted personnel is subsequently found ineligible for continued employment based on criminal history information involving any of the allegations provided in Sections 3 or 4 above or as outlined in section 435.04, Florida Statutes, the Contractor shall immediately remove such employee, volunteer, or subcontracted personnel from volunteering or working in or for any SFWIB-funded program, or having any direct or indirect access to any SFWIB CareerSource center, Access Point, Tech Hire Center, Information Technology system, or program files. Failure to notify the SFWIB, by the next business day, of learning of the arrest of an employee, a volunteer, or subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.
9. Even if applicable law would otherwise permit, as a provision of this Contract, the Contractor agrees not to hire any persons or permit any persons to begin work or to volunteer or to remain employed, volunteering, or performing any work for the Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** without submitting the **Affirmation/Acknowledgement Form, Attachment 1**.
10. If the Contractor fails to furnish the SFWIB with the **Affirmation/Acknowledgement Form**, the SFWIB may withhold further disbursement of funds and this Contract may be subject to termination at the sole discretion of the SFWIB.
11. The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel, the **Affirmation/Acknowledgement Form, Attachment 1**, and **Affidavit of Good Moral Character, Attachment 9**. Background screening results are exempt from public records and, therefore, must be maintained in a secured and access-controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall make all records available to the SFWIB in accordance with **Article III-Section H, Audit, Inspection and Access to Records**, of this Contract.
12. The **Level 2** background screening records shall be retained as required herein in accordance with **Article III-Section I, Records Retention**, of this Contract.
13. The **Level 2** background screening must be conducted at least **every five (5) years of consecutive employment, and upon re-employment in all circumstances including assignment to a new or different contract**, until cessation of employment, volunteerism, or doing any work for the Contractor.

J. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

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. There is no charge to employers to use E-Verify.

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of section 448.095, Florida Statutes, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective as of January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractors must also include in all subcontracts 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. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Contractor may be liable for any additional costs incurred by the SFWIB resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

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

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

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

K. IMMIGRATION REFORM AND CONTROL ACT

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

L. ANTI-NEPOTISM

The Contractor shall:

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

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

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

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

M. CERTIFICATION OF CONDUCT

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

N. CODES OF CONDUCT

The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to

employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.

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

O. GRATUITIES

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

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

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

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

P. CODE OF BUSINESS ETHICS

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

END OF ARTICLE I

ARTICLE II

GENERAL CONDITIONS

A. ADHERENCE TO THE TERMS AND CONDITIONS OF FORMAL SOLICITATION

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B. APPLICABLE LAWS

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

The Contractor shall ensure that all its activities under this Contract 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, TANF, 45 CFR Parts 260-265, and all other applicable federal regulations.

TANF funds must be used in accordance with the following:

(1) Title IV Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193);

(2) Provisions of 65A-4, Florida Administrative Code:

<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=65A-4>; and

(3) Provisions of the TANF State Plan:

<https://www.myflfamilies.com/service-programs/access/docs/TANF-Plan.pdf>

C. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

Definition. “Data Universal Numbering System (“DUNS”) number,” is the nine-digit number established and assigned by Dun and Bradstreet, Inc., to uniquely identify entities. A non-Federal entity is required to have a DUNS number to apply for, receive, and report on a Federal award (2 CFR §200.32).

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

D. SELF-ASSESSMENT QUESTIONNAIRE

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

E. TERMINATION

Termination without Cause.

1. The SFWIB may terminate this Contract without cause by providing thirty (30) days' prior written notice to the Contractor. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges, lost profits, indirect costs, or consequential damages incurred as a result of said termination.
2. The Contractor may terminate this Contract without cause by providing sixty (60) days' prior written notice to the SFWIB. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges, lost profits, indirect costs, or consequential damages incurred as a result of said termination.

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 Contractor. 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 Contractor for any work completed in accordance with the terms of the Contract prior to the date of the notification of termination. The Contractor 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.

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 **Section F, Breach of Contract**. In the event of termination of this Contract for cause, any payments to the Contractor shall be determined based upon the provisions of **Section G-Breach of Contract: SFWIB Remedies**.

Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default and shall be applicable in such event. The Contractor 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 Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.

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

In the event of termination of this Contract under this provision, neither Party will be responsible for failure 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.

F. BREACH OF CONTRACT

If the Contractor 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 Contractor fails, in whole or in part, to provide the services set forth in **Exhibit A, Statement of**

Work;

2. The Contractor fails, in whole or in part, to maintain staffing in accordance with **Article III-Section M, Staffing Requirements** of this Contract;
3. The Contractor ineffectively or improperly uses the SFWIB's funds provided to the Contractor under this Contract;
4. The Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, including, but not limited to, entering part-time employment opportunities as full-time opportunities, and falsely reporting placements;
5. The Contractor fails to submit the documentation required under **Article I-Section F, Conditions Precedent** of this Contract in accordance with the time periods set forth therein;
6. The Contractor does not furnish the Certificates of Insurance as required under **Article I-Section G, Insurance** of this Contract or as determined by the SFWIB;
7. The Contractor does not furnish proof of licensure or certification as required under **Article I-Section H, Licensing** of this Contract;
8. The Contractor fails to comply with the background screening and/or provide proof that the background screening was completed as required under **Article I-Section I, Level 2 Background Screening** of this Contract;
9. The Contractor fails to comply with the Anti-Nepotism provision set forth in **Article I-Section L, Anti-Nepotism**;
10. The Contractor fails to comply with the Code of Business Ethics provision set forth in **Article I-Section P, Code of Business Ethics**;
11. The Contractor fails to comply with the Gratuities provision set forth in **Article I-Section O, Gratuities**;
12. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II-Section J, Notification of Legal Action** of this Contract;
13. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II-Section K, Other Notifications** of this Contract;
14. The Contractor refuses to allow the SFWIB full access to records or refuses to allow the SFWIB to monitor, evaluate and review the Contractor's services and programs;
15. The Contractor fails to comply with the requirements set forth in **Article III-Section G, Florida Public Records Law**;
16. The Contractor fails to comply with Incident Reporting for abuse, neglect, or exploitation of a child, aged person, or disabled adult as required under **Article III-Section Q, Abuse, Neglect and Exploitation Incident Reporting** of this Contract;
17. The Contractor fails to take reasonable measures to protect and secure data pertaining to personal information in electronic form as required under **Article III-Section L, Information Security Obligations** of this Contract;
18. The Contractor fails to comply, in whole or in part, with **Article III-Section L, Information Security Obligations**;
19. The Contractor fails to take reasonable measures to protect and secure personal and confidential information as required under this Contract and any applicable local, state or federal laws and regulations;
20. The Contractor does not submit or submits incomplete or incorrect required reports or proof of compliance with reporting requirements as required by this Contract;
21. The Contractor fails to respond and/or provide documentation to any of the SFWIB's requests within specified due dates, after three (3) written requests by the SFWIB;
22. The Contractor fails to correct deficiencies discovered during a monitoring, evaluation or review by the SFWIB and/or any governmental body acting within the scope of its jurisdiction within the time period specified by the SFWIB and/or the governmental body;
23. The Contractor fails to submit, or submits incorrect or incomplete proofs of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
24. The Contractor fails to comply with **Article IV, Section G, Contractor's Cost Allocation Plan and Indirect Cost Rate**;
25. The Contractor fails to submit an invoice as set forth in **Article IV-Section H, Monthly Invoicing**, in accordance with the time periods set forth therein;
26. The Contractor unlawfully discriminates under any of the applicable laws;

27. The Contractor fails, in whole or in part, to cooperate with the SFWIB and partners of the SFWIB in the implementation of any Memorandum of Understanding (MOU) entered into between the SFWIB and any partner;
28. The Contractor fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the SFWIB or any of its agencies or instrumentalities;
29. The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Contract; and
30. The Contractor 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 Contractor has with the SFWIB.

Waiver of a breach of any provision 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 this Contract.

G. BREACH OF CONTRACT: SFWIB REMEDIES

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

1. The SFWIB may terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, the Contractor shall, upon the SFWIB's request: (a) return all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Contractor with the SFWIB's funds under this Contract; (b) reimburse any funds the SFWIB awarded to the Contractor, which were not lawfully expended, under this Contract; and (c) terminate or cancel any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such termination, in addition to the SFWIB's attorneys' fees and costs;
2. The SFWIB may suspend payment, in whole or in part, under this Contract by providing written notice to the Contractor of such suspension and specifying the effective date thereof. All payments to the Contractor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Contractor shall immediately cease to provide services pursuant to this Contract. If payments are suspended, the SFWIB shall specify in writing the actions that shall be taken by the Contractor as a condition precedent to resumption of payments and shall specify a date for compliance. The SFWIB may also suspend any payments, in whole or in part, under any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such suspension, in addition to the SFWIB's attorneys' fees;
3. The SFWIB may seek enforcement of this Contract by any action at law or equity available to the SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the SFWIB's attorneys' fees and costs through final resolution of the matter including appeal;
4. If, for any reason, the Contractor attempts to meet Contractor'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 Contractor of such termination and specifying the effective date thereof. In such case, the SFWIB may terminate or cancel any other contracts the Contractor has with the SFWIB. The Contractor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to the SFWIB's attorneys' fees. Any contractor who attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement may be debarred from the SFWIB contracting for a period not to exceed five (5) years; or
5. Any other remedy available at law, equity, or administratively.

H. DAMAGES SUSTAINED

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

I. NOTICES

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

J. NOTIFICATION OF LEGAL ACTION

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

K. OTHER NOTIFICATIONS

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

L. AUTONOMY

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

M. INDEMNIFICATION

1. 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; 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.
2. Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this Contract.

N. PRIOR AGREEMENTS

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

O. JOINT PREPARATION

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. 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.

P. NO ASSIGNMENT

The Contractor shall not assign this Contract 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.

Q. 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.

R. SUBCONTRACTING

1. The Parties hereto agree that no subcontract shall be entered into under or pursuant to this Contract without the prior written approval of the SFWIB, with said prior written approval issued at the sole discretion of the SFWIB.
2. In no event shall such prior written approval of the SFWIB relieve the Contractor from the Contractor's obligations under this Contract, or change any of the terms or conditions of this Contract. The Contractor shall ensure that all applicable provisions of this Contract are binding upon all such subcontractors. It is expressly understood and agreed that the SFWIB shall not be liable to any subcontractor(s) for any expenses or liabilities of any kind whatsoever incurred by any person or entity under any subcontract.

S. MODIFICATIONS

Any modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to a written amendment to this Contract, duly approved and signed by both Parties.

T. SEVERABILITY

If any portion of this Contract is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective. If a court determines that any portion of this Contract is invalid, the SFWIB may terminate this Contract without cause.

U. PERSONS WITH DISABILITIES AND ACCESSIBILITY OF FACILITIES

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

The Contractor shall designate a Disability Services Coordinator to establish and implement internal

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

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

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

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

V. COPYRIGHT, PATENTS, RIGHT TO DATA

Except for the Contractor's own internal use, the Contractor shall not publish or reproduce any data or information, in whole or in part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this Contract, nor shall the Contractor 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 Contract or a resulting subcontract irrespective of whether it is copyrighted.
2. Any rights of copyright to which Contractor or subcontractor purchases ownership with funds provided for under this Contract.

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

W. 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.

X. 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 Contractor must include the following language on all products developed in whole or in part with grant funds:

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

END OF ARTICLE II

ARTICLE III

PROGRAM MANAGEMENT

A. PERFORMANCE

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

B. PROGRAM REPORTS

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

C. SUPERVISORY CASE REVIEW

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

D. MONITORING

The Contractor shall permit, at any and all times, the SFWIB, and the SFWIB's, officers, authorized agents or employees, to perform random or scheduled monitoring, reviews and evaluations of the services which are the subject of this Contract, conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function and requirements of the SFWIB including but not limited to monitoring both fiscal and programmatic compliance with all the terms and conditions of this Contract.

The SFWIB shall communicate the monitoring results and findings to the Contractor through an official written report and may require corrective action by the Contractor. The Contractor shall rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the SFWIB may suspend payments or immediately terminate this Contract, in the sole discretion of the SFWIB.

E. FILE MAINTENANCE

Electronic File: The Contractor shall maintain and update each electronic participant file in the applicable MIS (Virtual Career College System) to reflect the most current activity. Each entry must be supported by scanned copies of the appropriate documentation to support the entry. Failure to update the electronic case file timely, accurately and with information based upon actual activity, may result in corrective action, withholding of payment, termination of this Contract and de-obligation for non-performance.

F. FILE OWNERSHIP

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

G. FLORIDA PUBLIC RECORDS LAW

1. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, made or received by the Contractor in connection with this Contract, except that public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. The Contractor's failure to allow such public access shall result in the immediate termination of this Contract or any renewal. The Contractor shall maintain public records stored in electronic record keeping systems in accordance with chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.
2. Pursuant to section 119.0701, Florida Statutes, the Contractor shall:
 - a) Keep and maintain public records required by the SFWIB to perform the 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 contractor does not transfer the records to the SFWIB; and
 - d) Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of the Contractor upon termination of this Contract. Upon termination of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SFWIB, upon request from the SFWIB's custodian of public records, in a format that is compatible with the SFWIB's information technology systems.
3. For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

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

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

H. AUDIT, INSPECTION AND ACCESS TO RECORDS

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

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

I. RECORDS RETENTION

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

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

J. CONFIDENTIALITY OF RECORDS

1. Pursuant to applicable state or federal law, the Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information, 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 Contractor shall abide by all applicable federal, state, and local laws and regulations regarding confidential information, including personally identifiable information (PII) from educational records, as identified in, but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38. The Contractor shall provide, prior to the execution of this Contract, a completed **Confidentiality Agreement, Attachment 2**.

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

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

2. **Confidentiality Forms.** The Contractor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing Contractor's duties under this Contract, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 3**, attached hereto and incorporated by reference as if fully set forth herein 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 III-Section I, Records Retention** of this Contract. The Contractor shall maintain the completed confidentiality forms in each employee's personnel file **and forward copies to the SFWIB's IT Department upon requesting access to State and/or Local System(s)**.

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

K. VIOLATION OF THE PRIVACY ACT

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

L. INFORMATION SECURITY OBLIGATIONS

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

- The Contractor (including its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract), shall not store, or allow to be stored, any

confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to store information. The Contractor shall not electronically transmit, or allow to be transmitted, any personal or confidential information. Failure to strictly comply with this provision shall constitute a breach of this Contract.

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

- The Contractor shall be wholly liable for security breaches and personal identity theft committed by its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom the Contractor exposes or authorizes to access confidential information obtained under this Contract, including, but not limited to, volunteers and DEO employees. The Contractor shall be liable for: (1) direct payment and/or reimbursement of all costs incurred for notifying and providing identity theft protection services to customers who may be victims of the security breaches and personal identity theft; (2) resolving any and all claims related thereto; and (3) all other costs and damages resulting from security breaches or personal identity theft.
- The Contractor shall notify the SFWIB's Regional Security Officer(s) at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email within 24 hours of termination to the Helpdesk at helpdesk@careersourcesfl.com with the appropriate system form, as follows:
 - EMD/EM/OSST - DEO Information Systems Security Agreement/Confidentiality Form.
 - Workforce Management System ("WFMS")/Initial Assessment Application ("IAA") – CareerSource South Florida's ("CSSF's") Application Development Unit Security Access Form.
- If the employee has security access to multiple systems, the Contractor shall submit all corresponding forms.
- For employees that only have a CSSF **network account and/or VPN account**, only an email requesting disabling of the account(s) is required at the time of termination. The email must be sent to the CSSF Helpdesk at helpdesk@careersourcesfl.com no later than 24 hours of termination.

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

M. STAFFING REQUIREMENTS

The Contractor shall maintain an organizational structure and adequate programmatic, administrative, and support staff sufficient to fulfill the Contractor's contractual obligations hereunder. The Contractor shall submit **Staffing Roster/New Hire/Termination Reports** in accordance with **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein.

N. TRAINING OF STAFF

1. The Contractor shall ensure that employees responsible for program compliance receive appropriate grant administrative and program compliance training in:
 - Required Participant File Contents (In accordance with the SFWIB's Policies and Procedures)
 - Required training in serving Limited English Proficiency (LEP) customers (In accordance with the SFWIB's Policies and Procedures)
 - Required credentialing and skills standards (In accordance with the SFWIB's Policies and Procedures)
 - Pass-through Entity Responsibilities 2 CFR Chapter II, Subpart D § 200.331
 - Contracts Management/Administration (45 CFR 74.21)
2. The Contractor shall ensure that all employees receive appropriate training regarding **Emergency Preparedness**, including, but not be limited to:

- Building fire; forest fire; hazardous material; flood; hurricane; tornado; earthquake; communications failure; civil disturbance; explosion; bomb threat; technological emergencies; workplace violence; terrorism and workplace injury/accident.

O. GRIEVANCE PROCEDURES

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

The SFWIB's Grievance and Complaint Procedures can be accessed through the link provided below:

http://www.careersourcesfl.com/GrievanceProcedures/CSSF_GrievanceProcedures_English.pdf

P. LIMITED ENGLISH PROFICIENCY (LEP)

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

The Contractor shall conduct an annual two-week assessment of the languages spoken by LEP customers, as required by the SFWIB's Policies and Procedures beginning on **April 1, 2023** and ending on **April 15, 2023**. The results of the survey shall be tabulated and submitted to the SFWIB's Program Administrator not later than **April 19, 2023** as set forth in **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein.

Q. ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING

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

R. PUBLIC ANNOUNCEMENTS AND ADVERTISING

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

The Contractor shall prominently incorporate the name and the official logo of the SFWIB when developing collateral materials or publicity, such as radio, print or television coverage, any form of media press releases, advertising or any informational materials concerning the Contractor's program. Collateral materials such as letterhead, business cards, envelopes, informational pamphlets and brochures, flyers, posters, and other such items, shall be in compliance with the SFWIB's policies and procedures, that ensure compliance with, but are not limited to, CareerSource Florida, Inc.'s Florida Workforce System Statewide Brand Strategic Policy, and pre-approval requirements. 3

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

The Contractor shall incorporate the “**American Job Center**” or “**a proud partner of the American Job Center network**” on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR § 662.100), and on any newly printed, purchased, or created materials pursuant to 20 CFR 678.900a). Each one-stop delivery system must include “**a proud partner of the American Job Center network**” identifier on all:

1. Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials;
2. Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

The logo for “**a proud partner of the American Job Center network**” is available at www.dol.gov/ajc.

END OF ARTICLE III

ARTICLE IV

FISCAL MANAGEMENT

A. INTERNAL CONTROLS AND ACCOUNTING RECORDS

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

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

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

B. PROGRAM INCOME

1. Program Income Shall Be Forthwith Remitted to the SFWIB.

The Contractor shall report and remit Program Income as defined in **Exhibit F, Definitions**, attached hereto and incorporated by reference herein, realized in operating a program under this Contract, or any modification hereto, and to the SFWIB at the end of each quarter during which the income was realized.

The Contractor shall ensure that the audit performed in accordance with Article I, Section F-5 shall contain a schedule detailing program income realized under this Contract.

2. Contractor's Use of Program Income.

WIOA regulations require that Program Income be added to the total Contract award and used to provide the same services as stated in the original Contract. If Program Income is added to the Contractor's budget in accordance with the modification provisions under this Contract, that income must comply with the terms and conditions governing all funds awarded under this Contract.

The Contractor must remit program income, for non-WIOA funds, in excess of one hundred dollars (\$100.00) to the SFWIB not later than thirty (30) days after the end of the quarter.

C. RETURN OF FUNDS

The Contractor shall return to the SFWIB any overpayments due to unearned funds, earned funds that exceeded actual expenditures or funds disallowed that were disbursed to the Contractor by the SFWIB and any interest attributable to such funds pursuant to the terms and conditions of this Contract. If the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the SFWIB. If the SFWIB first discovers any overpayment has been made, the SFWIB's Executive Director will notify the Contractor in writing of such findings. If the Contractor fails to repay the SFWIB for the overpayment within thirty (30) calendar days following either the Contractor's discovery of or the SFWIB's notification of the overpayment, the Contractor shall also pay SFWIB interest at the lawful rate of interest on the outstanding balance after the earlier of SFWIB's notification or Contractor's discovery. The SFWIB shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the SFWIB from the Contractor under this or any other contract or agreement.

D. DEOBLIGATION FOR NON-PERFORMANCE

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

E. VOLUNTARY DEOBLIGATION

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

F. BUDGET SUMMARY

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

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

The Contractor shall ensure that the budget(s) for administrative costs does not, under any circumstances, exceed ten percent (10%) across the SFWIB's funding streams, or the Indirect Cost Rate, whichever is less.

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

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

The Contractor's authorized representative shall approve all budget modifications in writing and then shall forward the budget modification to the SFWIB's Contract Manager for processing and approval. Budget modifications approved by both the Contractor and the SFWIB shall replace **Exhibit H** as **Exhibit H-1**, a copy of which shall be attached hereto and incorporated by reference as if fully set forth herein.

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

The Contractor shall amend the budget, if applicable, at the end of the second (2nd) program year quarter, not later than December 31, and a final fourth (4th) quarter modification shall be allowed and submitted, not later than June 15. In the event that the Contractor's contract is not renewed for another term, the Contractor may submit a final modification within ten (10) business days after being notified of the non-renewal.

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

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

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

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

In conformity with Title 2 CFR Part 200, the Contractor shall submit one of the following to the SFWIB along with the program budget (as described in Article IV, F):

A. If the Contractor does not have an approved Indirect Cost Rate:

- o The Contractor shall develop and submit to the SFWIB's Finance Unit an initial indirect cost rate proposal. Detailed guidelines for preparing an Indirect Cost Rate proposal are contained in CareerSource Florida Administrative Policy Number 86. Additional information can be found at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2021-guidance-papers/ap-086_lwdb-indirectcostrate_20210518.pdf?sfvrsn=7e5b4fb0_2

B. If the Contractor has an approved Indirect Cost Rate from a federal agency or pass-thru entity, the Contractor shall submit a copy of the Indirect Cost Rate approval letter from said agency or pass-thru entity to the SFWIB.

Please note, an Indirect Cost Rate Proposal is mandated only if the Contractor includes indirect costs in the **Exhibit H-Budget for Administrative Costs and Program Costs**. However, if indirect costs are not included, a proposal is not required.

2. **Cost Allocation Plan:** The Contractor's operating expenditures shall be cost allocated across all applicable funding streams.

The Contractor shall submit a detailed Cost Allocation Plan ("CAP"), or cost policy statement as appropriate to the SFWIB in accordance with the guidance that can be accessed through the link provided below.

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2021-guidance-papers/ap-086_lwdb-indirectcostrate_20210518.pdf?sfvrsn=7e5b4fb0_2

The CAP is a document that specifies the allocation methods used for distributing all costs of an organization. A plan for allocating shared costs is required to support the distribution of those costs to grant and non-grant programs. All of the Contractor's costs must be included in the plan. Official accounting records must support all costs. An agency-wide budget should be presented that depicts all shared cost. The Contractor shall submit the Cost Allocation Plan to the SFWIB within the lesser of 30 days of Contract execution or along with the program budget.

A CAP is not required if the Contractor's award amount(s) is specific to a single program and from a funding stream where there will be no shared costs. If the Contractor elects the de minimis rate (10% indirect costs as indicated in Administrative Policy Number 86) a CAP is not required, but a cost policy statement would be required.

The cost policy statement that is required as part of the indirect cost rate proposal and the CAP may be incorporated into one document.

Federal funds awarded under this Contract may not be used to meet the matching or cost-sharing requirements of other Federal grant programs unless expressly authorized by federal law.

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

The results of the indirect cost rate negotiation will be formalized in a written agreement between the SFWIB and the Contractor.

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

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

H. MONTHLY INVOICING

1. **Requests for Payment.** The SFWIB shall pay all budgeted and allowable costs or services incurred by the Contractor which are allowable under 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Contract and applicable SFWIB policies and procedures, as may be amended from time to time.
2. To receive payment, the Contractor shall submit monthly an original invoice package which shall include an original signed **Contract Invoice (Exhibit I)**, attached hereto and incorporated by reference as if fully set forth herein, Monthly **General Ledger**, a prior month(s) General Ledger for any costs not previously billed, and **Payroll Register**.

The Contractor must submit the original invoice package not later than the **seventh (7th)** business day of the month following the month in which the services were provided. The Contract Invoice shall reflect only the expenses incurred and paid by the Contractor for the month that the services were rendered. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall pay the Contractor via Electronic Fund Transfer; the sole judge of the satisfaction of the submission will be the SFWIB. The Contractor shall complete an **Authorization Agreement for payments via Direct Deposits (ACH Credits)** which may be requested from the SFWIB's finance unit.

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

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

3. **Processing the Request for Payment.** The Parties agree that the processing of a payment request by the Contractor shall be completed by the SFWIB within fifteen (15) business days, or less, of receipt of submission of the request along with the complete required invoice package. Processing the payment request within fifteen (15) business days is contingent upon complete and satisfactory submissions of the required invoice package and supporting documentation, which have been approved by the SFWIB.

The Contractor's shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the SFWIB.

I. LATE INVOICING

Invoices submitted after the due date as specified in **Section H- Monthly Invoicing** above, shall automatically be charged as described below:

- Invoices submitted five (5) calendar days or less following the due date shall automatically be charged five percent (5%) of the amount invoiced;
- Invoices submitted more than five (5) calendar days following the due date shall automatically be charged an additional five percent (5%) of the amount invoiced.

A contractor experiencing problems accessing/submitting their invoice on time shall contact the Adult Programs Manager or Adult Programs Supervisor immediately. **Failure to make contact with the program manager or program supervisor can result in a penalty being assessed.**

J. PROCUREMENT REQUIREMENTS

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

1. Procurement actions, unless otherwise stated herein, with a cost per item of five-hundred dollars (\$500.00) or less shall be considered a small business purchase and shall not require any formal procurement, such as a request for proposal or request for qualifications. However, upon requesting quotes for goods and services, the Contractor shall keep a record of the entities contacted for the purpose of securing any quotes and shall record the quotes received. The Contractor shall submit such documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment for the goods or services.
2. Except as otherwise stated herein, procurement actions with a cost per item that exceed five hundred dollars (\$500.00) shall be purchased by the SFWIB at the sole discretion of the SFWIB.
3. Procurement actions for office supplies, i.e. paper, pens, toner, etc., regardless of cost, shall be the sole responsibility of the Contractor.
4. Procurement actions for office furniture (i.e. desks, chairs, file cabinets, etc.), for computers, or for any software application to be installed on computers purchased by the SFWIB, regardless of cost, shall be purchased by the SFWIB at the sole discretion of the SFWIB.
5. Procurement actions to renovate, remodel, reconfigure, or modify the interior design or layout of a CareerSource center in which the SFWIB is not the lessee shall be approved, in writing by the SFWIB prior to the initiation of procurement by the Contractor. The Contractor shall not renovate, remodel, reconfigure, or modify the interior design or layout of a CareerSource center in which the SFWIB is the lessee.
6. The Contractor shall not enter into professional services agreements or subcontracts to render services described in **Exhibit A, Statement of Work** without the prior written approval of the SFWIB.
7. Procurement actions shall be subject to federal, state and local laws related to nepotism, conflicts of interest and criminal and fraudulent activities.
8. The Contractor shall reimburse the SFWIB for any funds expended under this Contract when the Contractor does not or cannot produce the documents required to demonstrate, to the satisfaction of the SFWIB, that the procurement requirements of this section have been followed.

9. The timeframe for submission of procurement requests shall be established by the SFWIB and shall be communicated to the Contractor in the form of written instructions. The Contractor shall submit an original completed, signed and dated procurement request form to the SFWIB as specified in the written instructions. The Procurement Request Form and written instructions can be obtained by authorized users via the website at:

<http://sharepoint.careersourcesfl.com/sites/web/Shared%20Documents/Forms/AllItems.aspx?RootFolder=%2fsites%2fweb%2fShared%20Documents%2fContract%20Documents&FolderCTID=&View=%7b8A472CAA%2dE65A%2d4E10%2d9209%2d566E1C03E6BB%7d>

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

K. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

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

L. INVENTORY

The SFWIB generates the capital inventory report and transmits to the Contractor along with written instructions specifying the due date for submission to the SFWIB. The Contractor shall reconcile the general inventory of all property and equipment purchased with the SFWIB's funds and shall submit a completed, signed and dated capital inventory report electronically to the SFWIB's Facilities Unit. Thereafter, the original capital inventory report shall be hand delivered or mailed to the SFWIB's Facilities Unit as set forth in the written instructions.

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

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

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

Title (ownership) to all non-expendable property acquired with funds from this Contract shall be vested in the SFWIB and said property shall be transferred to the SFWIB upon completion or termination of this Contract, unless otherwise authorized in writing by the SFWIB.

- **Nonexpendable.** Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant. Non-expendable property includes, but not limited to, equipment and office furniture.

Title to supplies and other expendable property shall vest in the Contractor upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000.00 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other SFWIB federally-sponsored project or program, the Contractor shall retain the supplies for use on non-federal sponsored activities or sell them, with prior written approval of the SFWIB, but shall, in either case, compensate the SFWIB for its share of the supplies' value, as determined by a depreciated value. The amount of compensation shall be computed in the same manner as for non-expendable property.

M. FINANCIAL CLOSEOUT

The Contractor shall comply with all provisions of the SFWIB's **Financial Closeout Procedures, Exhibit G**, attached hereto and incorporated by reference herein, upon the expiration or termination of this Contract. The Contractor shall complete and submit the Financial Closeout not later than thirty (30) calendar days after the expiration or termination of this Contract. If the Contractor fails to submit the required closeout package and adequate supporting documentation by the specified due date, all costs included in the Financial Closeout may be disallowed by the SFWIB in its sole discretion.

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

Pursuant to the terms of this Contract and in consideration of the total amounts earned and paid to the Contractor for performance, upon submission of the Financial Closeout Package, the Contractor hereby remises, releases, and discharges the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever related to, under or arising from this Contract.

The Contractor's submission of the Financial Closeout Package is a complete release and waiver of any and all liability, claims or causes of action that allegedly resulted from engagement of and/or performance under this Contract and acknowledges the SFWIB has fully performed and satisfied any and all of its obligations due under this Contract.

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

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

O. EXPENDITURE FOR TRAVEL EXPENSES

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

P. SALARY & BONUS LIMITATION

In compliance with Public Law 114-113, none of the funds appropriated in Public Law 114-113 or prior acts under the heading "Employment and Training" that are available for expenditures shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 114-113. **The incurrence of costs and receipt of reimbursements for such costs under this Contract certifies that the Contractor has read and is in compliance with the above-noted special condition. This limitation shall not apply to vendors providing goods and services as defined in 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**

As established by the Office of Personnel Management and set forth in the Salary Table, Rates of Pay for the Executive Schedule, effective January 2022, the Executive Level II salary is \$203,700.00, which can be found at the link below:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2022/executive-senior-level>

The Salary Table is updated annually by the Office of Personnel Management, the Contractor shall comply with the respective fiscal year rate during the contract term.

The Contractor shall complete and submit on or before **March 1, 2023**, an **Annual ETA Salary Cap Analysis-Certification Form**, as set forth in **Exhibit E, Reporting Requirements**, to SFWIB certifying that the highest paid employees charged to this Contract are within the salary and bonus cap limit. The latest Certification Form can be obtained from the SFWIB's Finance Unit. Along with the Certification Form, copies of IRS W-2 forms and supporting documentation showing that employees are within the cap limit shall be submitted to the SFWIB. If an employee exceeds the ETA annual salary and bonus rate cap, the Contractor must issue a check in the name of the "South Florida Workforce Investment Board" for the amount of unallowable salary and bonus in excess of the cap limit along with supporting documentation indicating the ETA funding streams affected.

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

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

R. CONSTRUCTION AND RENOVATION OF FACILITIES USING FEDERAL FUNDS

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

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

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

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

The Contractor shall comply with the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (2 CFR §215).

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. (2 CFR §215.48).

END OF ARTICLE IV

ARTICLE V

ASSURANCES AND CERTIFICATIONS

A. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPAA”)

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

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

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

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

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

B. RELATED PARTY CONTRACTS

The Contractor shall comply with the requirements of the Reimagining Education and Career Help (REACH) Act, Chapter 2021-164, Laws of Florida (House Bill 1507) as specified in **Attachment 4 (The Florida Department of Economic Opportunity Memorandum dated July 1, 2021)** attached hereto and incorporated herein by reference. The Contractor shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 8**.

C. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

The Contractor shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The full text of **2 CFR 175.15, Award Term**, is provided as **Attachment 5**.

D. CERTIFICATION REGARDING LOBBYING - FLORIDA STATUTE

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

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

Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification 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 Contractor shall provide a completed **Assurances and Certifications, Attachment 6**, inclusive of the certification required in this section, or **Exhibit J, Annual Certification**, as applicable.

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

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall provide a completed **Assurances and Certifications, Attachment 6**, inclusive of the certification required in this section, or **Exhibit J, Annual Certification**, as applicable.

G. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

The Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94. The Contractor shall provide a completed **Assurances and Certifications, Attachment 6**, inclusive of the certification required in this section, or **Exhibit J, Annual Certification**, as applicable.

H. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits

discrimination on the basis of sex in educational programs;

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

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance. The Contractor shall provide a completed **Assurances and Certifications, Attachment 6**, including the assurances required by this section, or **Exhibit J, Annual Certification**, as applicable.

I. PUBLIC ENTITY CRIMES (SECTION 287.133, FLORIDA STATUTES)

The Contractor shall comply with the Public Entity Crimes Act, section 287.133, Florida Statutes, and the Contractor certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change of circumstances regarding this status. The Contractor shall provide a completed **Assurances and Certifications, Attachment 6** or **Exhibit J, Annual Certification**, as applicable.

J. SARBANES-OXLEY ACT OF 2002

The Contractor assures that it shall comply with the two provisions of the Sarbanes-Oxley Act (“SOX”) that apply to all corporate entities, including non-profit organizations. These two provisions are as follows:

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

reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).

The Contractor shall provide a completed **Assurances and Certifications, Attachment 6**, inclusive of the assurance required by this section, or **Exhibit J, Annual Certification**, as applicable.

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

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

The Contractor shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly. The Contractor shall provide a completed **Assurances and Certifications, Attachment 6**, inclusive of the assurance required by this section, or **Exhibit J, Annual Certification**, as applicable.

L. SCRUTINIZED COMPANIES

The SFWIB’s agreement with the Florida Department of Economic Opportunity provides:

If the [SFWIB] enters into a contract in the amount of \$1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the [SFWIB] will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemptions as provided in section 287.135(4), Florida Statutes. The Contractor shall provide a completed **Assurances and Certifications, Attachment 6**, certifying the Contractor’s compliance with this section, or **Exhibit J, Annual Certification**, as applicable.

M. DISCRIMINATORY VENDORS

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

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

The Contractor shall provide a completed **Assurances and Certifications, Attachment 6**, certifying the Contractor’s compliance with this section, or **Exhibit J, Annual Certification**, as applicable.

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

If this Contract is for more than \$150,000.00, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (“EPA”). As applicable, the Contractor shall comply with the Clean Air Act and Federal Water Pollution Control, as amended.

O. CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT

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

P. ENVIRONMENTAL TOBACCO SMOKE

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

Q. CHILD LABOR LAWS

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

R. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits any state or local government receiving funds under any 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.

S. CHARITABLE CHOICE (45 CFR § 260.34)

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

A religious organization that receives federal TANF or state MOE funds shall not, in providing program services or benefits, discriminate against a TANF applicant or recipient on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If an otherwise eligible TANF applicant or recipient objects to the religious character of a TANF service provider, the recipient is entitled to receive services from an alternative provider to which the individual has no religious objection.

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

T. VETERANS' PRIORITY PROVISIONS

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

U. COMPLIANCE WITH ENERGY EFFICIENCY PROVISION

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

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

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

W. ASSURANCES – NON-CONSTRUCTION PROGRAMS

The Contractor shall provide a completed **Assurances - Non-Construction Programs, Attachment 7, or Exhibit J, Annual Certification**, as applicable.

X. INTERGOVERNMENTAL PERSONNEL ACT

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Sec. §4701). The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 7, or Exhibit J, Annual Certification**, as applicable.

Y. COMPLIANCE WITH THE HATCH ACT

The Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds, if applicable. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 7, or Exhibit J, Annual Certification**, as applicable.

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

When required by federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance

with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 7** or **Exhibit J, Annual Certification**, as applicable.

AA. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 7**, or **Exhibit J, Annual Certification**, as applicable.

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

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 7**, or **Exhibit J, Annual Certification**, as applicable.

CC. WHISTLEBLOWER’S ACT

In accordance with section 112.3187(2), Florida Statutes, the Contractor shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Contractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission of Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

DD. ANNUAL CERTIFICATION

On an annual basis, the Contractor shall sign the certification that all certifications and assurances on file with the Agreement are current and that the terms and conditions have not changed. The Contractor shall complete **Exhibit J, Annual Certification** attached hereto and incorporated herein by reference.

EE. SIXTY- (60) DAY TIME LIMIT

Upon receipt and review of the Contract, the Contractor shall notify the SFWIB in writing of any items identified for negotiation. The SFWIB shall schedule a negotiation session within thirty (30) days of receipt of the Contractor’s request. Upon conclusion of negotiations, the Contractor shall deliver the fully executed

Contract to the SFWIB. In the event a fully executed copy of this Contract has not been delivered to the SFWIB within sixty (60) days of issuance by the SFWIB, or sixty (60) days of contract commencement date, whichever is earlier, the SFWIB shall have the right to rescind the funding award on written notice to Contractor.

FF. FAR DEVIATION CLAUSE

EXECUTIVE ORDER 14042, ENSURING ADEQUATE COVID SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS

ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause - *United States or its outlying areas* means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors> .

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph, in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

END OF ARTICLE V

SIGNATORY FORM

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

AUTHORIZED SIGNATURES FOR: Florida Memorial University, Inc.
PROGRAM ENTITLED: "Career Development center: Florida Memorial University"
CONTRACT NUMBER: WS-CDC-PY'22-37-00
CFDA NUMBERS: WIOA AD: 17.258; WIOA DW: 17.278; WIOA RR: 17.278;
TANF: 93.558; SNAP: 10.561; UI: 17.225.

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

(For Use Only When Contractor Is a Corporation)

1a. Jaffus Hardrick
Jaffus Hardrick (Jun 6, 2023 13:00 EDT) 1b. _____
Signature of President or Vice-President

Jun 6, 2023 _____
Date Date

2a. Jaffus Hardrick 2b. _____
Typed Name of President or Vice-President

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

4a. Sonya Miller 4b. _____
Signature of Person Attesting Signature of Person Attesting
Signature that Appears on Line 1a Signature that Appears on Line 1b

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

Rick Beasley _____ 8/3/23 _____
Rick Beasley Date
Executive Director, SFWIB

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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 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1) Florida Statutes (F.S.), and rule 73B-1, Florida Administrative Code (FAC).

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

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

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

Confidential Information Certificate

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

Florida Memorial University
Company Name (type or print)


Authorized Representative signature

1/9/23
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: 1/9/23

Print Employee Name: Jaffus Hardrick

Address: 15800 N.W. 42nd Avenue
Miami Gardens, FL 33054

Work Telephone: 305-626-3605

E-Mail: Jaffus.hardrick@fmuniv.edu

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

MEMORANDUM

DATE: July 1, 2021

TO: Local Workforce Development Board Executive Directors *Keantha B. Moore*

FROM: Keantha B. Moore, Administrator, Bureau of One-Stop and Program Support

SUBJECT: Reimagining Education and Career Help Act (House Bill 1507) and Related Party Contracts

The Reimagining Education and Career Help (REACH) Act (House Bill 1507), has been signed into law and is effective **July 1, 2021**. The REACH Act creates several strategic opportunities to enhance and expand services provided through Florida's workforce development system by promoting, encouraging, and taking bold steps towards unification of partner programs and agency coordination. The Act also strengthens oversight, accountability and transparency measures for the system. Additionally, the REACH Act contains operational and administrative requirements for related party contracts.

Effective July 1, 2021, the REACH Act serves as the authority for related party contract requirements. This memorandum serves to reconcile any differences between current state policy and agreements between the Department of Economic Opportunity (DEO) and local boards until applicable policies and agreements are updated to align with the requirements in the REACH Act.

Related Parties

A related party includes any:

- Local board member;
- Employee of the local board;
- Relative (see s. 112.3143(1)(c), Florida Statutes) of a local board member or employee of the local board; or,
- Organization or individual represented by or employing a local board member.

Process for Related Party Contracts

Using the process and documentation requirements outlined in CareerSource Florida Strategic Policy 2012.05.24.A.2 and Section 15. Related Parties in the Grantee Subgrantee Agreement, local boards must submit all related party contracts via email to DEO at: WorkforceContract.Review@deo.myflorida.com.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Related party contracts, as well as documentation demonstrating adherence to these requirements as specified by DEO, must be submitted to DEO for review and approval prior to execution of the contract. Contracts subject to these requirements may not be included on the local board's consent agenda.

Noted Exception: Contracts under \$10,000 between the local board and either a relative (as defined in s. 112.3143(1)(c)) of a local board member or of an employee of the local board, or an employee of the local board, do not require prior approval by DEO. However, such contracts must be reported to DEO and CareerSource Florida via email at: WorkforceContract.Review@deo.myflorida.com within 30 days of approval by the local board.

Posting Related Party Contracts to Local Board's Website

All related party contracts approved on or after July 1, 2021, must be published on the local board's website within 10 days after approval by the local board or DEO, whichever is later, and must remain published on the local board's website for at least one year after termination of the contract.

If you have questions, please submit them to the Governance Team via email at:

LWDBGovernance@deo.myflorida.com.

cc: Steven Gustafson
Charles Williams
Christa Nelson

**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 subsection 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).

ASSURANCES AND CERTIFICATIONS

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

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

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

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

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

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

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

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

B. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of the Contractor’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 Contractor 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 Contractor assures and guarantees that the Contractor 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 Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the 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)

Attachment 6

state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;

8. Executive Order (EO) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

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

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

The Contractor hereby certifies that neither the Contractor, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change in circumstances regarding this status.

F. SARBANES-OXLEY ACT OF 2002

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

Provisions of the Act – Title 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 Contractor assures that the Contractor 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.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified in the section entitled “Contractor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorneys' fees, and/or costs.

I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES

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

- (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 CONTRACTOR CERTIFIES AND ASSURES THAT THE CONTRACTOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH I, ABOVE.

Florida Memorial University
Contractor Name

Jaffus Hardrick, President
*Name and Title of Authorized Representative


Signature of Authorized Representative

1/9/23
Date

*The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor 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 President
APPLICANT ORGANIZATION Florida Memorial University	DATE SUBMITTED 1/9/23

DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I, Jaffus Hardrick, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR "Other" (describe) N/A (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: SFW/B

Contractor Name & Address: Memorial University 15800 NW 42 Ave, Miami FL 33054

Contractor Contact Phone Number: 305 626 3678

Description or Nature of Contract: CareerSource Center

Description of Financial Benefit*: N/A

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

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

have no relative who is a member of the board or an employee of the board; OR

have a relative who is a member of the board or an employee of the board, whose name is:

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

Jaffus Hardrick
Signature of Board Member/Employee

Jaffus Hardrick
Print Name

1/9/23
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 DISCUSSION OR VOTING TO APPROVE THE CONTRACT. BOARD MEMBERS WHO BENEFIT FINANCIALLY OR BOARD MEMBERS OR EMPLOYEES OF THE BOARD WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM VOTING DURING THE PERIOD OF TIME THE VOTES ARE CAST, 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 SUPERSEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLORIDA STATUTES, OR SECTION 101(f), WIOA.



AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida

County of _____

Before me this day personally appeared _____ who, being duly sworn, deposes and says:

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with _____, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by the Florida Statutes and rules, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

Relating to:

- Section 393.135 sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 394.4593 sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 415.111 adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 741.28 criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 777.04 attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section 782.04 murder
Section 782.07 manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section 782.071 vehicular homicide
Section 782.09 killing an unborn child by injury to the mother
Chapter 784 assault, battery, and culpable negligence, if the offense was a felony
Section 784.011 assault, if the victim of offense was a minor
Section 784.03 battery, if the victim of offense was a minor
Section 787.01 kidnapping
Section 787.02 false imprisonment
Section 787.025 luring or enticing a child
Section 787.04(2) taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section 787.04(3) carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section 790.115(1) exhibiting firearms or weapons within 1,000 feet of a school
Section 790.115(2)(b) possessing an electric weapon or device, destructive device, or other weapon on school property
Section 794.011 sexual battery
Former Section 794.041 prohibited acts of persons in familial or custodial authority
Section 794.05 unlawful sexual activity with certain minors
Chapter 796 prostitution
Section 798.02 lewd and lascivious behavior
Chapter 800 lewdness and indecent exposure
Section 806.01 arson
Section 810.02 burglary
Section 810.14 voyeurism, if the offense is a felony
Section 810.145 video voyeurism, if the offense is a felony
Chapter 812 theft and/or robbery and related crimes, if a felony offense
Section 817.563 fraudulent sale of controlled substances, if the offense was a felony
Section 825.102 abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section 825.1025 lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section 825.103 exploitation of disabled adults or elderly persons, if the offense was a felony
Section 826.04 incest
Section 827.03 child abuse, aggravated child abuse, or neglect of a child
Section 827.04 contributing to the delinquency or dependency of a child
Former Section 827.05 negligent treatment of children
Section 827.071 sexual performance by a child

CONTINUED ON NEXT PAGE

Section 843.01	resisting arrest with violence
Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter 847	obscene literature
Section 874.05(1)	encouraging or recruiting another to join a criminal gang
Chapter 893	drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor
Section 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section 944.40	escape
Section 944.46	harboring, concealing, or aiding an escaped prisoner
Section 944.47	introduction of contraband into a correctional facility
Section 985.701	sexual misconduct in juvenile justice programs
Section 985.711	contraband introduced into detention facilities

THE FOLLOWING APPLIES ONLY TO THOSE APPLICANTS FOR MENTAL HEALTH POSITIONS

In addition to the Chapter 435, F.S., listed offenses, the following offenses are also applicable for “Mental Health Personnel” screened pursuant to section 394.4572, F.S., defined as “program directors, professional clinicians, staff members, or volunteers working in a public or private mental health program or facility who have direct contact with individuals held for examination or admitted for mental health treatment.” **The additional offenses apply only to “Mental Health Personnel” as determined pursuant to Section 408.809, F.S. as listed below**

	<u>Relating to:</u>
Chapter 408	felony offenses contained in Chapter 408
Section 408.8065(3)	offers service or skilled service without valid license when licensure is required, or knowingly files a false or misleading license or license renewal application, or submits false or misleading information related to application
Section 409.920	Medicaid provider fraud
Section 409.9201	Medicaid fraud
Section 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section 817.034	fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems
Section 817.234	false and fraudulent insurance claims
Section 817.481	obtaining goods by using a false or expired credit card or other credit device, if the offense was a felony
Section 817.50	fraudulently obtaining goods or services from a health care provider
Section 817.505	patient brokering
Section 817.568	criminal use of personal identification information
Section 817.60	obtaining a credit card through fraudulent means
Section 817.61	fraudulent use of credit cards, if the offense was a felony
Section 831.01	forgery
Section 831.02	uttering forged instruments
Section 831.07	forging bank bills, checks, drafts or promissory notes
Section 831.09	uttering forged bank bills, checks, drafts, or promissory notes
Section 831.30	fraud in obtaining medicinal drugs
Section 831.31	the sale, manufacture, delivery, or possession with the intent to sell, manufacture, deliver any counterfeit controlled substance, if the offense was a felony
Section 895.03	racketeering and collection of unlawful debts
Section 896.101	the Florida Money Laundering Act

I also affirm that I have not been designated as a sexual predator pursuant to s. 775.21, F.S.; a career offender pursuant to s. 775.261, F.S.; or a sexual offender pursuant to s. 943.0435, F.S., unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354, F.S.

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at _____ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar

statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses**. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.** (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: _____

Sworn to and subscribed before me this ____ day of _____, 20__.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

Affiant personally known to notary

OR

Affiant produced identification

Type of identification produced: _____

**STATEMENT OF WORK
FLORIDA MEMORIAL UNIVERSITY, INC. (FMU)
CAREER DEVELOPMENT CENTER (CDC)
JULY 1, 2022-JUNE 30, 2023**

I. INTRODUCTION

- A. The Contractor does hereby agree to provide services as described herein in compliance with the conditions herein stated for the effective period of **July 1, 2022** through **June 30, 2023**.
- B. The Florida Memorial University, Inc., through the Career Development Center (CDC) initiative, shall provide eligible current students and recent alumni at FMU community with a full range of individualized employment and support services needed to achieve self-sufficiency and obtain career and internship opportunities after graduating. Services will include the following:
- Career Development and Coaching
 - Career Exploration and Assessment
 - Job Search and Job Placement Assistance
 - Interview Preparation and Mock Interviews
 - Resume and Cover Letter Assistance
 - Internship Information and Resources
 - Identifying Strengths and Addressing Barriers
 - Referrals to Community Resources and Employers
 - Graduate and Professional School Information
- C. The Contractor shall hire staff who shall be responsible for the following functions:
- Provide direct and/or facilitate the provision of employment and training services to eligible participants including but not limited to: completing applications, assessments testing, job referrals and job placements.
 - Coordinate the provision of employment and training services to eligible participants. Monitors job listings and subsequent referral to ensure services are afforded to qualified participants.
 - Maintain regular contact with community organizations, employers, labor unions, training program organizations to keep them apprised of eligible participants. Maintain contact with eligible participants to inform them of employment and/or training opportunities.
 - Recruitment of employers to the FMU community.
 - Host a minimum of two (2) jobs fair and an unlimited number of specialized recruitments, per calendar year on the FMU campus.
 - Actively promote and facilitate the interviewing and hiring of FMU students and alumni.
 - Complete Training Referrals (only if requested by the employer):
 - Center Director/Manager shall complete the **Universal Referral Form (URF) (Attachment 1)**; if an employer is requesting On-the-Job Training (OJT) or Paid Work Experience (PWE) as a condition of hiring a FMU student.
 - Deliver the URF and employer information to the designated SFWIB CareerSource center.

- Advise all participants applying for training that they will be contacted by a Career Advisor to schedule a training orientation and that training enrollments depend on funding availability.
- Provide follow-up services on the status of all participants served through the CDC.
- Provide regular reports to the SFWIB pertaining to recruitment, workshops, customer flow and related activities, as requested by the SFWIB.
- Design, develop and facilitate workshops for incoming freshman, students approaching for internship opportunities and graduating seniors (in class).

II. STAFFING TRAINING REQUIREMENTS

- A. The Contractor shall ensure that all staff is Tier 1 certified within ten (10) business days of hire date. Attainment of the Tier I certificate requires completion of individual course work, as well as taking and passing each module test as required by the Florida Department of Economic Opportunity (DEO).
- B. The Contractor shall ensure that all new staff is trained and that program specific trainings (i.e. WIOA, CAP, WP, etc.); other required trainings (i.e. Tier 1, Security Awareness, hurricane preparedness, etc.) – set forth in **Article III, Section N-Training of Staff of this Contract and in the SFWIB Credentialing and Skills Standards Policy**—are conducted in a timely manner.
- C. The Contractor shall coordinate all CareerSource center program trainings and the SFWIB’s required trainings with the SFWIB’s Training Coordinator;
- D. The Contractor shall post all trainings on the SFWIB’s internal training calendar;
- E. The Contractor shall follow the SFWIB’s training priorities as identified provided by the SFWIB’s Training Coordinator.

III. SFWIB WIOA PROGRAM ENROLLMENT AND PARTICIPATION REQUIREMENTS

- A. To receive services as a WIOA Adult the applicant must meet the following eligibility criteria listed below prior to being allowed to commence any activities under WIOA funded program(s):
 - 18 years of age or older.
 - Is a resident of Miami-Dade County.
 - A citizen of the United States or an eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services.
 - In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959).
 - Provide the highest grade completed (i.e. high school diploma, college degree, official/unofficial transcripts or self-attestation).
 - Provide proof of valid social security number.
 - Provide proof of age.
 - Provide proof of veteran status, if applicable (i.e. Military ID card, Veterans Administration ID card or copy of DD-214).
 - Identified as low-income and living in a high poverty area.
- B. Program participation requirements are provided for informational purposes only. The contractor will refer the student to a full-service career center for eligibility determination but should be familiar with this information to ensure the students is prepared for the referral.

IV. PERFORMANCE REQUIREMENTS AND OUTCOMES

The Contractor shall be responsible for the following:

- A. Assess career needs of no less than seventy percent (70%) of eligible graduating seniors (as determined by the registrar’s list of eligible graduates) to include 1:1 career planning conversation, job referrals, resume reviews and job searching. Provide job referrals to one hundred percent of local Miami Dade County graduating seniors as determined by VCC registration information.
- B. Serve a minimum of thirty percent (30%) of all the eligible active enrolled population as determined by the university registrar’s office.
- C. Serve seventy percent (70%) of alumni who seek assistance from the CDC (based on VCC registrations) in obtaining internships and/or career opportunities.
- D. Obtain a minimum of six (6) Direct Job Placements of students, graduating seniors or alumni per month

V. RECORD KEEPING/FILE MAINTENANCE

The Contractor shall maintain electronic case files in the VCC system for each participant who participates in the CDC program. These files must be retained after completion of the CDC program as set forth in **Article III, Section E-File Maintenance; Section G-Florida Public Records Law; Section H-Adult, Inspection and Access to Records; and Section I-Records Retention** of the Contract.

The contractor shall scan the Universal Referral Form (URF) (Attachment 1) when applicable into the participant’s electronic file in the VCC system. The contractor shall also maintain an electronic file of all Program Activity Reports (Attachment 2).

The Contractor understands and agrees that the case files that the Contractor maintains for programs funded by this Contract are the SFWIB’s property and are maintained for the SFWIB’s benefit. Therefore, the Contractor shall not dispose of any electronic files within the VCC without the prior written consent of the SFWIB. In the event of the termination of this Contract, the Contractor shall immediately cease all usage of the VCC.

VI. PROGRAM REPORTS

The Contractor shall submit reports by the 10th day of each month. From time to time throughout this Contract period, the SFWIB may request other information. The Contractor is required to comply, in a timely manner as prescribed by the SFWIB, with these requests.

The program reporting requirements are set forth below:

Report Description	Due Date	Number of Copies	Submit to:
Program Activity Report [Task Activities and Deliverables] (Attachment 2)	10 th of the month	1 (Electronic)	Adult Programs

VII. MARKETING/PUBLICITY

Public relations activities by the Contractor shall have prior written approval from the SFWIB in accordance with **Article III, Section R, Public Announcements and Advertising** of the Contract.

VIII. METHOD OF PAYMENT

The method of payment for services rendered under the Contract shall be set forth in **Article IV, Section H, Monthly Invoicing** of the Contract.



UNIVERSAL REFERRAL FORM

SECTION A: GENERAL PARTICIPANT INFORMATION			
Name:		Date:	
Mailing Address:			
City:	State:	Zip Code:	Telephone #:
Race:	Sex:	Date of Birth:	Military Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No
Highest Education Level Completed:		Currently Enrolled in School: <input type="checkbox"/> Yes <input type="checkbox"/> No	
E-Mail Address:		Name of School:	
SECTION B: REFERRED FROM			
Case Mgr. Name:		Date:	
Agency:		Tel.#:	
Address:			
City:	State:	Zip Code:	
E-Mail Address:			
SECTION C: PARTICIPANT EMPLOYMENT INFORMATION			
Currently Working? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Current or Last Employer:			
Address:			
City:	State:	Zip Code:	
Telephone #:	Start Date:	End Date:	
Job Title:	Hours Per Week:	Salary:	
Job Description:			
Reason for Leaving:			
SECTION D: REFERRED TO			
Name:		Date:	
Agency:			
Address:			
City:	State:	Zip Code:	
E-Mail Address:			
Purpose of Referral:			
Appointment Date:		Appointment Time:	
SECTION E: RESULTS - Complete and Return to Originator in Section B			
<input type="checkbox"/> Registered <input type="checkbox"/> Reported - Did not register <input type="checkbox"/> Did not keep appointment			

_____ Referred to Job (List name of employer & address in Comments)
Comments:

Referring Agency:

- (1) E-Mail this form to agency shown in Section D prior to the appointment.
- (2) Give the participant a copy of this form.

CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

By: [Signature] _____ Date 1/9 2023
Signature of Affiant

Jaftus Hardrick, President _____
Printed Name of Affiant and Title

519-016161841831 _____
Federal Employer Identification Number

Florida Memorial University _____
Printed Name of Firm

15800 NW 42 Ave, Miami Gardens, FL 33054 _____
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 9th day of Jan, 2023

~~He~~ She is personally known to me or has presented _____ as identification.
Type of identification

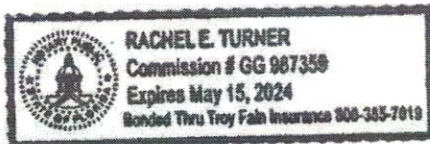
[Signature]
Signature of Notary

GG 987359
Serial Number

Rachel E. Turner
Print or Stamp Name of Notary

May 15, 2024
Expiration Date

Notary Public – State of FLORIDA



Notary Seal

**ADMINISTRATIVE CHECKLIST FOR CONTRACT COMPLIANCE
SELF-ASSESSMENT QUESTIONNAIRE**

Program Year: _____

Agency's Fiscal Year Ending: _____

Agency name, address, e-mail, telephone and fax numbers:

This certification is to assure South Florida Workforce Investment Board, Inc. (**SFWIB**) d/b/a CareerSource South Florida (**CSSF**) that the contracted Agency has adequate administrative procedures in place to ensure that funds disbursed by CSSF will be safeguarded as outlined in the Office of Management and Budget (OMB) Circulars and the Code of Federal Regulations (**CFR**). This certification is not a waiver concerning Administrative, Programmatic, or Quality Assurance Monitoring. CSSF reserves the right to conduct on site monitoring of contracted Agencies, as it deems necessary.

Please answer all questions by checking off the applicable box. If you need to provide additional information or cannot respond to a question, please attach an explanation on a separate page or contact CSSF Office of Continuous Improvement (**OCI**) Fiscal Unit at (305) 929-1517 or (305) 929-1528.

A letter precedes each of the items in this questionnaire as follows:

M = Mandatory or required item denotes items that are the minimum standards and for which full compliance is required.

R = Recommended item or denotes best practice items that, while not required, are considered best practice in the administration of grants.

Please provide a brief explanation on any negative response indicated.

Prior Assessments & Corrective Actions

Objective:

To determine the Agency's prior performance and its ability to implement new procedures as needed to improve management and meet contractual requirements.

M – Review last year's assessments of the Agency's Administration and answer the following questions:

M - Were the prior assessment results shared with management? Yes No N/A

M - Was A Corrective Action Plan submitted by the Agency? Yes No N/A

M - Was the Corrective Action Plan submitted on time? Yes No N/A

M - Were the proposed corrective actions acceptable to the funding agency? Yes No N/A

M - Were the corrective actions implemented? Yes No N/A

If Yes, when? _____

If No, please elaborate (attach additional pages as needed)

M - Did the corrective actions implemented correct the problem(s)? Yes No N/A

If No, please elaborate (attach additional pages as needed)

M - Are there any findings, areas of concerns, or other issues that need to be revisited or reviewed during the current year? Yes No N/A

If Yes, please elaborate (attach additional pages as needed)

Additional Comments: _____

Administration and Governance

Board of Directors (BOD)

Objective:

To determine the capabilities, cultural competency and involvement of the Agency's BOD to serve the target populations and that their procedures follow those recognized as best practice.

M - Is there a complete and updated BOD list available? To be considered complete, the BOD list should include each member's position, field of expertise, direct contact information (address, phone, e-mail, and fax), gender, race, ethnicity, and expiration term of the position. Yes No N/A

R - Does the membership of the BOD include expertise that would promote the proper operation of the Agency and further the goals of the program? Yes No N/A

The BOD should include individuals with experience in administration, contracts, and fiscal management. In addition, the BOD should include individuals with experience in pursuing the program goals (i.e. physician for health programs, a teacher for training programs, or child development expert for Head Start Programs)

R - Is the BOD ethnically representative of the populations served by the Agency? Yes No N/A

R - Does the Agency provide pre-service and in-service training to Board members? Yes No N/A

R - Does the BOD have a well-developed structure (committees)? Yes No N/A
List the active committees and names of the members

_____	_____
_____	_____
_____	_____
_____	_____

R - Does the Agency have a clearly defined Strategic Plan? Yes No N/A

R - Does the BOD receive and review an Annual Report from the Agency's Staff? Yes No N/A

Additional Comments:

BOD Meetings, Minutes and Resolutions

Objective:

To determine the level of involvement of the Board of Directors; and that their procedures follow those recognized as best practise.

R - How often does the BOD meet? (Check one) Yes No N/A

Full Board	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-annually
	<input type="checkbox"/> Other (specify) _____	
Executive Board	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-annually
	<input type="checkbox"/> Other (specify) _____	
Committees	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-annually
	<input type="checkbox"/> Other (specify) _____	

Please indicate the dates of the last three (3) BOD meetings:

M - Are meeting minutes detailed and complete? Yes No N/A

R - Do minutes indicate that budgetary, financial, and programmatic information is presented to the board? Yes No N/A

M - Does an authorized representative of the BOD sign the minutes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Are BOD resolutions properly executed and documented in the meeting minutes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Are BOD resolutions signed by an authorized BOD representative?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Comments:

Agency Policies	
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Objective:
To ensure that the Agency has a set of policies that establish proper operating procedures and adherence to the law governing its operations. A well developed set of policies and procedures safeguard the Agency and its funders by clarifying expected behavior. These policies may be included in the employee manual.

M - Does the Agency have a written Personnel Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does the Agency have an Accounting Policy and Procedures Manual?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does the Agency have a written Drug-Free Workplace Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does the Agency have a written Equal Employment Opportunity Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does the Agency have written procedures to protect client confidentiality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does the Agency have a written policy regarding Nepotism?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does the Agency have clear policies addressing access to public records?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does the Agency have written Client Grievance procedures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does the Agency have written guidelines or a methodology to distribute incentive payments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does the Agency have a written policy regarding Conflict of Interest?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does the Agency have a written Sexual & Unlawful Harassment Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does the Agency have a written Health Insurance Portability and Accountability Act (HIPAA) Policy, to include information related to appropriate sanctions against workforce members who violate its privacy policies and procedures or the Privacy Rule?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does the Agency have a written Policy related to Florida Statute 112.3187 - the Whistleblower's Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Does the Agency have a written Policy to include information related to the reporting knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adults?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

Organizational Structure

Objective:

Availability and familiarity with the Agency's By-Laws and Articles of Incorporation are considered best practices in the administration of a non-profit organization. In addition, a clear organizational chart provides an overview of the chain of command helpful both for the internal staff and outside reviewers.

M - Is the Agency registered with the State of Florida Secretary of State? Yes No N/A

M - Are the Agency's Articles of Incorporation available for review? Yes No N/A

M - Are the Agency's By-Laws available for review? Yes No N/A

R - Is there an organizational chart available that reflects the current organization of the Agency and provides clearly delineated chain-of-command? Yes No N/A

R - Is there an organizational chart for the program(s) funded and does it provide a clearly delineated chain-of-command? Yes No N/A

Additional Comments:

Personnel

General

Objectives:

These questions provide an overview of the capabilities of the Agency in managing human resources issues and establishing and following its own procedures as required by best practices.

M - Does the Agency have established Job Qualifications that adhere to CSSF contractual requirements? Yes No N/A

M - Are employee records securely stored (under lock & key)? Yes No N/A

M - Are Equal Employment Opportunity, Worker's Compensation, Family and Medical Leave Act, Child Labor Act, Fair Labor Standard Act, Minimum Wage, Migrant Seasonal Workers Protection, E-Verify and other mandated or relevant posters conspicuously displayed by the agency? Yes No N/A

Additional Comments:

Personnel/Employee File

Objective:

To ensure that the Agency properly documents how employees are screened for a particular position, how employees are informed of the policies governing their work and how they would be evaluated. In addition, these questions seek to determine the Agency's capability to maintain required documentation and abide by requirements regarding their staff such as testing, qualifications, licenses, and training.

Select a random sample of employee files and review them to determine whether the following documentation is present and current. Note that Agencies that subcontract with individuals must keep similar files for the subcontracted individuals and those are to be reviewed following the same guidelines as personnel files.

M - Signed job application (resume is not sufficient) or subcontract detailing the scope of services to be provided. Yes No N/A

Personnel/Employee File	
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M - Proof of education (copies of diplomas, degrees, and/or transcripts).	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M - Required licenses and/or certifications (if applicable, they must be current).	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M - Background screening (must be renewed according to program requirements).	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M - Signed job description with performance standards.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M - Annual Performance/Employee Evaluation.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M - U.S. Citizenship and Immigration Services Form I-9/ E-Verify.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M - Current W-4.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M - Proof of achievement of required hours of training (i.e. Tier 1).	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M - Proof of receipt of the Agency's Policy & Procedures by the employees.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Additional Comments:

Payroll Records	
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Objective:
To determine if the Agency has appropriate procedures to track the payroll costs and that these coincide with those approved by the funding agency.

M - Does staff, including management, document their work hours through a time sheet or punch clock?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M - Are time records signed by both the employee and/or the supervisor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M - Payroll Registers:			
- Do they include staff name, salary, hours worked, payroll period, and deductions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
- Do they reflect employee's time allocation among programs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
- Personnel Activity Reports (PARs) or equivalent forms:			
- Reflect an after-the-fact determination of the actual activity of each employee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Account for the total activity for which employees are compensated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Completed at least monthly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If No, please explain. (attach additional pages as needed)			
<hr/>			
<hr/>			
<hr/>			

M – Do employees’ positions and salaries match the budget approved by the funding agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - For employees charged to the program, does the recorded time worked matches time paid as reflected in the payroll register?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

Payroll Taxes	
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Objective:
To ensure that the Agency is calculating and remitting all payroll taxes, including unemployment compensation, to the appropriate agencies in a timely manner.

M - Are withholding and FICA taxes deposited on a timely basis and in accordance with payroll register data?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Was the Quarterly IRS Form #941 properly completed, submitted, and payroll taxes timely remitted to the regulatory agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Was the Quarterly Florida Form RT-6 properly completed, submitted and Unemployment Compensation taxes timely remitted to the regulatory agency, or RT-29 paid on time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Is the Yearly IRS Form #990 properly completed, and filed on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Were all Tax or Insurance payments made on time (by due date)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
If No above, were interest and penalties assessed against the agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
If interest and penalties were assessed, were these costs allocated to any public funding source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

Other Personnel Related Payments	
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Objective: To ensure that fringe benefit payments are made in a timely manner that avoids penalties and ensures continued coverage and compliance with current regulations

M – Are payments to the following made in a timely manner?			
– Health Insurance Provider	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Life Insurance Provider	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Dental Insurance Provider	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Vision Insurance Provider	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Other Insurance Provider(s). Please list: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - If the Agency offers a retirement plan, are employee contributions and/or employer contribution deposited/submitted in a timely fashion?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

Fiscal

General

Objective:

To obtain a picture of the Agency's overall fiscal capabilities.

M - Are internal policies and procedures as listed in the Agency's Accounting Policy and Procedures Manual followed? This can be established by interviewing staff to gauge familiarity with the manual or by choosing a sample of policies and testing adherence to it.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Review the distribution of fiscal duties (i.e. who approves the expense, who cuts the check, who mails the payment). Is the distribution of duties adequate to safeguard assets?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Chart of Accounts:			
- Does it include general ledger account codes, account descriptions and account status?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Does it support proper allocation by having revenue and expense categories properly identified by program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Does it have an unallowable cost code to properly identify unallowable costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Review the Agency's CAP for reasonableness (i.e. are the indirect costs charged to the program representative of the program's size as compared to others operated by the agency?). Is it in compliance with the Title 2 Code of Federal Regulations, Subpart F, and Appendix IV to Part 200?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

Bank

Objective:

To ensure that the Agency has the appropriate cash flow to meet the needs of the program, that its management keeps abreast of the Agency's cash flow, and that it has taken steps to protect itself from fraudulent activities.

M - Review bank statements to determine the cash flow position of the Agency.			
- Do bank statements reflect returned checks due to insufficient funds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
- Do bank statements reflect a positive balance at the end of the month?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Are bank statements reconciled monthly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Are adjustments properly documented and explained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Do the preparer and the immediate supervisor sign the reconciliation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Are checks pre-numbered?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
R - Do checks have an expiration date? To limit liability, it is recommended that check be marked with an expiration date, for example "Void after 90 days." (Some funders have guidelines and requirements as to what the valid period of a check may be.) Please indicate the expiration date_____.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

M – Does Agency have a policy for signing checks (i.e. checks in excess of x amount require two signatures)? Yes No N/A
Note Agency's policy: _____

R – Are blank checks and the specimen signature stamp stored securely (under lock and key)? Yes No N/A

R – Are voided checks mutilated in some manner (i.e. signature section removed, perforated)? Yes No N/A

Additional Comments: _____

Journals & Ledgers

Objective:

To ensure that the Agency has an accounting system that properly tracks all financial activities for the program.

M - Does the Accounting System include these major components:

– Cash Receipts Journal? (i.e. deposit log, receipts book) Yes No N/A

– Cash Disbursements Journal? (i.e. check register) Yes No N/A

– Accounts Payable? Yes No N/A

– Accounts Receivable? Yes No N/A

– General Ledger? Yes No N/A

M - Are entries to journals performed in a timely manner (approximately 30 days)? Yes No N/A

M - Are Receipts and Disbursements reconciled monthly with the General Ledger? Yes No N/A

M - Are adjustments properly documented and explained (journal entries)? Yes No N/A

Additional Comments: _____

Budget

Objective:

To ensure that the Agency's expenditures match those approved by the funder and that the budget matches the needs of the program.

M – Does the Agency maintain an agency-wide budget by funding source and expenditure category? Yes No N/A

R – Does the Agency prepare a cash-flow analysis (expenditures vs. revenues) at least quarterly? Yes No N/A

M – Does the Agency prepare a Budget Variance Report or otherwise track expenditures versus budgeted amounts on a regular (not more than quarterly) basis? Yes No N/A

M – Do expenditure rates follow those expected from the budget approved by the funder? Yes No N/A

Budget

If No, can the Agency explain variances or is there a plan of action to reallocate resources? Yes No N/A

Additional Comments:

Accounts Payable

Objective:
To ensure that payments are properly documented and that the Agency have procedures to protect its assets from unnecessary expenditures such as penalties and duplicate payments.

Select a random number of charges from the general ledger provided and test to determine the following:

R – Are payments generated by an original invoice? Yes No N/A

M – Do invoices detail the number of units, description, unit cost, and total? Yes No N/A

M – Is payment approved by authorized staff/management? Yes No N/A

M – Are invoices effectively cancelled to avoid duplicate payments? (i.e. marked "Paid") Yes No N/A

M – Do check and invoice amounts agree? Yes No N/A

M – Are invoices paid in a timely manner? (i.e. within 30 days) Yes No N/A

M – Are cancelled or imaged checks (front and back) available? Yes No N/A

M – For Tax-exempt Agencies ONLY,
Is the Agency paying Sales Taxes? Yes No N/A
If YES, is the Agency filing for Sales Tax refunds from the State Department of Revenue? Yes No N/A

Additional Comments:

Petty Cash

Objective:
To ensure that cash expenditures are only used to meet small emergency needs and that the policies governing the petty cash are designed to safeguard the assets of the program and the Agency.

M – Does the Agency use a petty cash fund for any program expenses?
If No or N/A, skip this section. Yes No N/A

If Yes, review petty cash policies and procedures for the following:

– Is the petty cash fund balanced periodically? Yes No N/A

– Is petty cash used ONLY for small purchases in accordance with the company's policies? Yes No N/A

– Does Agency have a policy to perform "surprise" checks on the fund? Yes No N/A

Petty Cash	
-------------------	--

- | | | | |
|--|---------------------------------|--------------------------------|---------------------------------|
| – Is there documentation that such policy is implemented? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No | <input type="checkbox"/>
N/A |
| – Is the petty cash funding replenished ONLY by check? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No | <input type="checkbox"/>
N/A |
| – Are the petty cash funds securely stored (under lock & key)? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No | <input type="checkbox"/>
N/A |
| – Are the expenses authorized and signed by a person other than the custodian or person receiving money? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No | <input type="checkbox"/>
N/A |
| – Is documentation available to back up the expenditures of the petty cash funds? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No | <input type="checkbox"/>
N/A |

Additional Comments:

Documentation Protocols	
--------------------------------	--

Objective:
To ensure that the Agency has policies in place to protect itself and its clients by safeguarding its documentation and storing it as required by law.

- | | | | |
|---|---------------------------------|--------------------------------|---------------------------------|
| M – Does the Agency have a policy to maintain and store documentation as required by law and the individual funders?
Note that each program, funder, and the IRS have different storage requirements. In addition, fiscal documentation and client files may have different storage requirements under the same contract. When documents fall in more than one category, they must be stored for the longest period required. | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No | <input type="checkbox"/>
N/A |
|---|---------------------------------|--------------------------------|---------------------------------|

- | | | | |
|---|---------------------------------|--------------------------------|---------------------------------|
| M – Does the Agency have policies to safeguard client confidentiality? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No | <input type="checkbox"/>
N/A |
|---|---------------------------------|--------------------------------|---------------------------------|

- | | | | |
|---|---------------------------------|--------------------------------|---------------------------------|
| M – Are hard copy files kept under lock and key? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No | <input type="checkbox"/>
N/A |
|---|---------------------------------|--------------------------------|---------------------------------|

Additional Comments:

Electronic Recordkeeping	
---------------------------------	--

- | | | | |
|---|---------------------------------|--------------------------------|---------------------------------|
| M – Does the Agency have Electronic Recordkeeping Policies & Procedures? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No | <input type="checkbox"/>
N/A |
|---|---------------------------------|--------------------------------|---------------------------------|

- | | | | |
|--|---------------------------------|--------------------------------|---------------------------------|
| M – Do Electronic Recordkeeping Policies & Procedures include a narrative of the system, location and media in which electronic records are maintained and retention requirements? (F.A.C. Rule 1B-26.003 – Electronic Recordkeeping) | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No | <input type="checkbox"/>
N/A |
|--|---------------------------------|--------------------------------|---------------------------------|

- | | | | |
|---|---------------------------------|--------------------------------|---------------------------------|
| M – Do the Agency's electronic recordkeeping systems meet state requirements for public access to records in accordance with F.S. 119 – Public Records and 501.171 – Security of Confidential Information? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No | <input type="checkbox"/>
N/A |
|---|---------------------------------|--------------------------------|---------------------------------|

- | | | | |
|--|---------------------------------|--------------------------------|---------------------------------|
| M – Does the Agency back-up electronic records on a regular and consistent basis in accordance with F.A.C. Rule 1B-26.003 – Electronic Recordkeeping? Is it documented? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No | <input type="checkbox"/>
N/A |
|--|---------------------------------|--------------------------------|---------------------------------|

- | | | | |
|-------------------------------------|---------------------------------|--------------------------------|---------------------------------|
| – Is it performed by a third party? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No | <input type="checkbox"/>
N/A |
|-------------------------------------|---------------------------------|--------------------------------|---------------------------------|

M – Are electronic records stored in accordance with F.A.C. Rule 1B-26.003 – Electronic Recordkeeping? (i.e. away from magnetic fields, including generators, elevators, transformers, loudspeakers, microphones, headphones, magnetic cabinet latches and magnetized tools)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Are electronic records labelled in accordance with F.A.C. Rule 1B-26.003 – Electronic Recordkeeping? (Should include at minimum: name of organizational unit responsible for the data, system title, special security requirements/restrictions on access and software used at time of creation.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Are the users of electronic recordkeeping systems sufficiently trained in the operation, care, and handling of the equipment, software, and media used in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M - Are the electronic records scheduled for destruction disposed of in a manner that ensures any information that is confidential or exempt from disclosure, including proprietary or security information cannot practicably be read or re-constructed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Are computerized records password protected?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

Procurement

Objective:

To ensure that materials and services purchased with grant funds are properly reviewed and approved and are utilized by the program incurring the expense. In addition, practices such as using products with recycled materials support socially desirable causes.

M – Does the Agency have written procurement policies (may be part of the Fiscal or Administrative Policy & Procedures manual), including emergency purchasing procedures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Do the policies require written quotes for purchases? Please specify the qualifying characteristic that, according to agency policies, triggers the need for written quotes (i.e. amount, type of equipment, sub-contract, etc.): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Do purchase orders clearly identify the program/center for which the purchase is being made?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
R – Do purchases require the approval of management?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

In-Kind Contributions

Objective:

To identify the Agency's efforts in collaboration and ensuring that in-kind requirements for each funding source are met and do not conflict with each other.

To ensure that in-kind contributions are utilized in accordance with the intention of the contributor.

M – Does the Agency receive in-kind contributions? If No or N/A, skip this section. If Yes, review for the following:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Does the Agency have procedures in place to record receipt of in-kind contributions (materials, services or cash)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

M – Are in-kind contributions properly allocated to the program for which they are made?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Are in-kind contributions utilized in accordance with the intent of the contributor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Are contributions reasonably valued?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Are in-kind contributions reported to funders appropriately and accurately?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Are the procedures utilized by the Agency sufficient to ensure that contributions are only reported once?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

Travel Expenses

Objective:

To ensure that travel expenses are properly reviewed and approved and that reimbursement procedures comply with best practices and single audit requirements in accordance with the Florida Statute, Chapter 112, Sub-chapter 112.061.

M – Does the Agency have policies and procedures in reference to staff travel?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Does out-of-town travel require prior approval by appropriate management staff and funding source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Are travel expense reimbursement requests properly documented with original invoices, boarding passes, receipts, maps, and other documentation as applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Is the Agency using appropriate rates for items that have a fixed reimbursement rate such as per diem or mileage rates?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
M – Do forms used to claim local travel reimbursement provide at least the following:			
– Odometer reading for trip starts and finish.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Destination (including name and address)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Purpose/Reason	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Statement signed by employee that report is true and accurate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Supervisor approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

Program Revenues

Objective:

To ensure that revenues generated through CSSF programs are properly managed and re-invested in a manner consistent with the intent of the funder.

M – Does this program generate revenues? If No or N/A, skip this section.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
If Yes, review procedures to determine the following:			
– Does the Agency have procedures for collection of such revenue (i.e. fees, interests)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
– Are revenues promptly deposited in the bank account of the program (within 48 hours)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

- Does the Agency prepare a periodic (monthly or quarterly) revenue flow report? Yes No N/A
- Are these revenues re-invested in program activities or otherwise expended as allowed by the program funder? Yes No N/A
- R** - Does the agency reconcile reimbursements received from funders against the amounts billed? Yes No N/A

Additional Comments:

Property

Objective:

To ensure that the Agency properly documents, tracks, and safeguards the fixed assets purchased with public funds.

Perform only if the Agency has been funded, in current or prior funding cycles, for fixed assets such as equipment, building, or building improvements. This test includes fixed price contracts where rates were based on calculations that included capital expenditures.

M – Does the fixed asset register include the following information and is signed and dated by the preparer:

- Description of the equipment Yes No N/A
- Manufacturer's serial number, model number, or other identification number Yes No N/A
- Acquisition date and unit acquisition cost Yes No N/A
- Funding source that holds the title Yes No N/A
- Location and condition of the equipment Yes No N/A
- Custodian of the equipment Yes No N/A
- Disposition data, including date and method of disposal Yes No N/A

M – Is a physical inventory taken and recorded on an annual basis? Yes No N/A

M – Perform a physical inventory of a sample drawn from the fixed assets register. Do they agree? Note any discrepancies. Yes No N/A

M – Are fixed assets being used in accordance with funding intent? Yes No N/A

M – Do disposal procedures include prior approval from funder? Yes No N/A

M – Does the agency have a written fixed assets policies and procedures? Yes No N/A

Additional Comments:

Licenses & Accreditation

Objective:

To ensure that the Agency has received the appropriate licenses and such to meet the needs of the program and comply with local, state, and federal statutes.

M – Are occupational licenses current and appropriate for the use? Yes No N/A

M – Do inspection reports show any areas of concern or non-compliance? Yes No N/A

If Yes, has the Agency taken steps to correct these areas? Yes No N/A

If No, please elaborate: _____

M – If the services offered require special operational licenses, are they current and appropriate? Yes No N/A

M – Required Licenses:

_____	Expiration_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No	N/A
_____	Expiration_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No	N/A
_____	Expiration_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No	N/A
_____	Expiration_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No	N/A

Additional Comments: _____

Insurance	
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Objective:
To ensure that the Agency has adequate insurance to cover its risk exposure in a manner that ensures continued operations regardless of lawsuits or catastrophes.

M – Review the Agency’s Accord Form to determine which policies are in place. The Agency should have the following:

- Commercial General Liability - Company Rating: _____ Yes No N/A
Expiration Date: _____ Amount: _____
- Property (only if capital equipment exists) - Company Rating: _____ Yes No N/A
Expiration Date: _____ Amount: _____
- Worker’s Compensation - Company Rating: _____ Yes No N/A
Expiration Date: _____ Amount: _____
- Automobile Liability - Company Rating: _____ Yes No N/A
Expiration Date: _____ Amount: _____
- Professional Liability Insurance - Company Rating: _____ Yes No N/A
Expiration Date: _____ Amount: _____
- Director’s & Officers - Company Rating: _____ Yes No N/A
Expiration Date: _____ Amount: _____
- Fidelity Bond - Company Rating: _____ Yes No N/A
Expiration Date: _____ Amount: _____

Additional Comments: _____

Credit Card Transactions

Objective:

To ensure that the policies governing the use of corporate credit cards are designed to safeguard the assets of the program and the Agency and not used to circumvent normal purchasing policies.

Complete this section if corporate credit cards have been issued in the Agency's name:

M – Does the Agency perform monthly account reconciliation for all credit card accounts?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Are original receipts attached to the statement?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Review the number, size, and type of transactions. Are they reasonable and do not circumvent normal purchasing policies and controls?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Does the Agency have a written agreement with employees who are issued a corporate credit card? If Yes, answer the following:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– Does the agreement require the employee to submit original receipts for expenses charged to the card?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– Does the agreement require that the employee return the card at the end of employment or at any time prior to separation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– Does the agreement include provisions to ensure that employees pay for personal items or other non-allowable expenses charged to the credit card?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Does the Agency maintain a list of who has been issued credit cards and their corresponding credit card number?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Are corporate credit cards that are loaned to employees controlled through a log or some other mechanism, indicating date loaned, person's name, purchase amount, and description, and date returned.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
M – Does the agency have written credit card policies and procedures governing the credit cards? If applicable.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Additional Comments:

DECLARATIONS - TO BE COMPLETED BY ALL CONTRACTORS

- 1. Please provide a complete accounting of all transactions of business completed during the past twelve (12) months between your Agency and other entities or businesses owned or controlled by members of the Board of Directors and / or senior management. Please provide copies of representative invoices for these transactions and describe what steps were taken to ensure that the amounts paid were reasonable and competitive.

- 2. Are there any Board Members employed by any business or entity that has conducted any financial transactions with your Agency during the past twelve (12) months? If so, please provide an accounting and copies of representative invoices for these transactions; also explain what steps were taken to assure that the amounts paid were reasonable.

- 3. Please list all civil litigation pending against your Agency. If applicable, include a statement as to the amount of each claim, and whether the potential loss would be covered by insurance.

- 4. Has there been any change in structure / operations of your Agency over the past year? If yes, please describe in detail.

- 5. Has there been any client grievances / complaints filed against your Agency? If yes, what was the nature of the grievances, dates, and other pertinent information? Explain in detail.

CERTIFICATION:

I hereby certify that the answers provided in this self-assessment document are true and accurate to the best of my knowledge. I understand that falsification or misrepresentation of any form on any question is considered a breach of contract, which may lead to the immediate termination of all contracts with SFWIB d/b/a CSSF.

Signature – President/Executive Director

Date

Print Name – President/Executive Director

Signature - Chairperson of the Board

Date

Print Name - Chairperson of the Board

Signature - Controller/Fiscal Director

Date

Print Name - Controller/Fiscal Director

**REPORTING REQUIREMENTS
WORKFORCE SERVICES
(JULY 1, 2022 THROUGH JUNE 30, 2023)**

Report Description	Due Date	Submit to:
Self-Assessment Questionnaire	Not later than thirty (30) calendar days after contract execution.	Office of Continuous Improvement (OCI)
Indirect Cost Rate	Along with the program budget, as specified in Letter of Intent and in conformity with Title 2 CFR Part 200	Finance
Cost Allocation Plan	Along with the program budget, as specified in Letter of Intent and in conformity with Title 2 CFR Part 200	Finance
Background Screening Affirmation/Acknowledgement Form	No later than ten (10) business days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program.	Quality Assurance
Procurement Requests	Not later than 60 days prior to June 30 each fiscal year of the contract Term	Contract Manager
Inventory Report	As set forth in written instructions from the SFWIB	Administration
Annual ETA Salary Cap Analysis Certification Form	on or before March 1 st of each program year during the contract term	Finance
Limited English Proficiency (LEP) Survey	not later than April 19 of each year of the Contract term	Adult Programs Supervisor: One (1) Original
INTRANET REQUIRED REPORTS		
Staffing Roster/New Hire/Termination Report (Attachment 1)	10 th of each month	OCI Quality Assurance Manager/Staff
Supervisory Quality Assurance Case Reviews (Download from: http://intranet:18112/sites/intranet/requiredReports)	10 th of each month	OCI Quality Assurance Staff
Disability Coordinator's Monthly Report (Attachment 2)	5 th of each month	ADA Coordinator
Employment Service Complaint –System Log (Attachment 3)	5 ^h of October, January, April, and July	DEO Manager
Log Of Apparent Violations - MSFW (Attachment 4)	5 th of each month	DEO Manager
Monthly Training Report (Attachment 5)	10 th of each month	DEO Manager

DISABILITY COORDINATOR'S MONTHLY REPORT	
Name:	Reporting Period:
Career Center/Refugee Center:	
E-mail address:	Phone:
Disability Coordinator's Position Title:	
Please make your responses to the following questions as comprehensive and specific as possible. For example, it is not sufficient to say you are working with youth; please provide examples with impact and outcomes.	
A. Please answer the 3 questions below by providing information on any activities you engaged in to provide meaningful and effective physical, programmatic and communication access in your Center for people with disabilities.	
A.1 What activities have you engaged in to increase employment and self-sufficiency of Social Security beneficiaries and others with disabilities?	
A.2 What activities have you engaged in to facilitate seamless and comprehensive services and access to programs and services in Center for people with disabilities? (Barrier removal, problem solving, accommodation issues, technological access challenges, etc.)	
A.3 What activities have you conducted that involved access, accommodations, and/or education or training, which helped to lead a job seeker with a disability in gaining employment or having access to a program or service. (Success story)	

**DISABILITY COORDINATOR'S
MONTHLY REPORT**

B. List activities you have been involved in to develop new and maintain on-going partnerships that achieve a seamless, integrated workforce system. Please address the linkages and building relationships with the following: (1) Social Security Administration's Work Incentives Planning and Assistance Program, (2) the Ticket to Work Program and Employment Networks (EN), and (3) with Vocational Rehabilitation.

B.1 Please provide one example of how you enhanced the collaborative relationship between the WIPA program and your Center. (Examples: refer disability recipients to the WIPA Benefits Specialist, invite the WIPA Benefits Specialist to do a presentation to staff at your Center.)

B.2 Please provide one example of how you enhanced the collaborative relationship between the local area ENs (under the Ticket To Work program) and your Center. (Examples: refer disability recipients to an EN, invite an EN to do a presentation to staff at your Center.)

B.3 Please provide one example of how you enhanced the collaborative relationship between the Vocational Rehabilitation program and your Center. (Examples: refer people with a disability to VR, invite VR to do a presentation to staff at your Center.)

B.3.1 Systems Relationships:
Please indicate by checking, whether you referred any customers to these programs or contacted any of the programs regarding their services?

	B.3.1.a Public Housing Agencies
	B.3.1.b Transportation
	B.3.1.c Medicaid Buy-In
	B.3.1.d Medicaid
	B.3.1.e Medicare

DISABILITY COORDINATOR'S MONTHLY REPORT	
	B.3.1.f Food Stamps
	B.3.1.g Individual Development Accounts (IDAs)
	B.3.1.h Earned Income Tax Credit (EITC) Coalition
	B.3.1.i Other programs not listed above, please list here:
B.3.2 Please indicate by checking below, efforts you or staff in your Center have made to improve communication with other systems of support for the following groups of job seekers with disabilities.	
	B.3.2.a Transitioning Youth, in- or out-of-school youth with disabilities
	B.3.2.b Prisoner Re-Entry population
	B.3.2.c Senior Community Service Employment Programs
	B.3.2.d Apprenticeship Programs
	B.3.2.e Veterans
	B.3.2.f Temporary Assistance for Needy Families
	B.3.2.g. Local Mental Health agencies
	B.3.2.h. Local Developmental Disabilities agencies
	B.3.2.i. Disability Groups, please list:
	B.3.2.j Other, please list below:
B.4 Establishing linkages to the Business Community to increase Job and Career Opportunities: Please share an example of collaboration activities you were involved in with the business community to build relationships over the reporting period. Indicate the entities involved in the collaboration, explain the nature of the relationship including the types of activities that you worked on together and elaborate on the outcomes that are being achieved as a result of this relationship.	
C. <u>Only complete if you work with Individual Resource Teams or Local Interagency Action Committees that work across workforce and disability systems that address multiple employment needs of job seekers with disabilities:</u> Please share an example of individual level IRT activities that you initiated, coordinated, modeled or participated in with your Center staff that led to an effective blending of services and resources for an individual job seeker with a disability. Indicate all of the partners and resources that you accessed in developing and implementing the process.	
C.1 Local Narrative: Please share an example of how your Center has been better able to provide support, services and better employment opportunities and connections to job seekers with disabilities.	

DEFINITIONS

Able-Bodied Adults Without Dependents or ABAWD: An ABAWD is a person between the ages of 18 and 49 who has no dependents and is not disabled.

Access Points: Volunteer community organizations providing access to employment and training services. Access Points have staff trained by the workforce system to help customers search for jobs using web-based job matching and making appropriate referrals to CareerSource centers. Access Points work closely with CareerSource centers to ensure customers receive a full range of services they need to be job ready. Access Points do not receive career center funding to provide access point services.

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

Adult Basic Education or ABE: Education for adults whose inability to read, write or speak English or to effectively use mathematics is a barrier to their ability to get or keep employment. ABE is designed to improve their ability to benefit from training and improve their opportunities for employment and to meet adult responsibilities.

Adult Education and Literacy Activities: Programs, activities, and services that include: adult education, literacy, workplace adult education and literacy activities, family literacy activities, English language acquisition activities, integrated English literacy and civics education, workforce preparation activities, or integrated education and training.

Adult Programs: Programs for adults that include, but are not limited to, WIOA Adult, WIOA dislocated worker, WP, SNAP Employment and Training (“SNAP E&T”), CAP, RA, RESEA, UC claimants, and Veterans and Refugee Employment and Training.

Agricultural Services Program: An outreach and employment program for migrant and seasonal farm workers.

Allowable Costs: Costs which are necessary, reasonable and allowable under applicable federal, state and local law for the proper administration and performance of the services to be provided under this Contract.

Alternative Responsibility Plan or ARP: A plan that outlines the steps to self-sufficiency for individuals that are temporarily deferred from mandatory work requirements in the WTP/ CAP.

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

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

Assessment: The process whereby individuals are interviewed and/or tested to determine their employability, motivation, aptitude, abilities and interests in order to develop a career plan for the attainment of the individual’s career goals.

ATLAS (Automated Tracking, Linking and Archiving Solution) Kiosk: An electronic data management system which supports programs and manages all in-center traffic and participant records.

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

Automated Performance Invoicing Process or APIP: An invoice processing system that requires the Contractors to submit monthly invoicing for employment/placement verifications along with any supporting documents.

Barriers to Employment: Conditions that may make employment difficult for certain individuals. Individuals with such barriers may include, but are not limited to: displaced homemakers, low-income individuals, Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166, individuals with disabilities, including youth who are individuals with disabilities, older individuals, ex-offenders, homeless individuals, youth who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers, eligible migrant and seasonal farmworkers, individuals within two (2) years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act, single parents (including single pregnant women), long-term unemployed individuals, and such other groups as the Governor involved determines to have barriers to employment.

Basic Literacy Skills: Provides reading, writing, mathematics, problem solving and interpersonal skills training that enable adults to: (1) communicate in English; (2) Obtain a high school diploma or General Equivalency Diploma (GED); and (3) become productive, employable citizens.

Basic Skills Deficient: An adult who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the participant’s family, or in society. Lacking soft skills or specific skills needed for a particular job may not be used to determine otherwise high-functioning individuals as basic skills deficient. “Underemployed” includes individuals who are: a) employed full- or part-time and also meet the definition of a low-income individual. b) Individuals employed less than full-time who are seeking full-time employment; c) Individuals who are employed in a position that is inadequate with respect to their skills and training; d) Individuals who are employed, but whose current job’s earnings are not sufficient compared to their previous job’s earnings from their previous employment

Business Day: A regular workday, Monday through Friday, from 8:00 a.m. to 5:00 p.m. local time in Miami, Florida other than Saturday, Sunday, or holidays observed by Miami-Dade County.

Business Services Unit: The purpose of the region’s Business Services is to provide various services to businesses as its primary focus. This approach helps ensure that market demand is connected with labor supply and provides specific services to the region’s business community beyond the traditional placement services.

Career Planning: The provision of a client-centered approach in the delivery of services, designed—(A) to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and (B) to provide job, education, and career counseling, as appropriate during program participation and after job placement.

CareerSource center or Career center: Florida’s One-Stop centers. The cornerstone of the workforce system, a center that delivers unified training, education, and employment programs and services into a single, customer-friendly system within each community.

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

Community Based Organization or CBO: A private non-profit organization (which may include a faith-based organization), that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce development.

Contractor: The organization that enters into a contract with the SFWIB, along with its permitted successors and assignees.

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

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

Department of Children and Families or DCF: The Florida state agency that provides various social services to assist groups including the following: children, adults, refugees, the homeless, disabled individuals, the elderly and domestic violence/human trafficking victims.

Department of Economic Opportunity or DEO: The Florida state agency that administers funds and programs from the U.S. Department of Labor and Health and Human Services.

Direct Job Placement or DJP: A job placement when the Contractor recruits the employer and facilitates the hiring of the customer as a result of a referral through a job order listing the opening as a full-time unsubsidized employment. For payment a DJP is referred to as Direct Employment.

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

Disadvantaged Adults: Those adult persons who score below 8th grade level on standardized tests. They require educational assistance to bring their basic skills to a level that would make them eligible for secondary (high school) education or to hold a job with basic English and math skills. WIOA Sec. 131(a)(v)(IV) terms a disadvantage adult as an adult who received an income or is a member of a family that received total family income, that, in relation to family size, does not exceed the higher of (aa) the poverty line; or (bb) seventy percent (70%) of the lower living standard income level.

DUNS: “Data Universal Numbering System (DUNS) number”, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for federal contractors.

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

Employ Miami-Dade or EMD/Employ Monroe or EM: A powerful on-line labor exchange tool which connects employers to jobseekers while providing access to workforce tools, resources and local workforce experts. The site offers job listings posted by CareerSource centers or employment providers and also uses “spidering” technology to capture openings from recruiting pages of company websites throughout the state.

Employability Skills Training: Employment services delivered to an unemployed or underemployed eligible customer with the objective of removing barriers to employment and obtaining employment to promote

economic sufficiency. These services may include resume writing, interviewing skills, telephone techniques, and job acquisition skills.

Incumbent Worker Training or IWT: Training of an employer's current staff in order to improve the quality of the workforce through enhanced skills attainment, productivity and competitiveness. The employer may be reimbursed a percentage (as set forth in the SFWIB's Policy for IWT) of the total training cost for workers that successfully complete training.

Employment Verification: A form signed by an employer and program participants that verifies the date of employment, average work hours and rate of pay.

English Language Learner: An individual who has limited ability in reading, writing, speaking, or comprehending the English language, and (1) whose native language is a language other than English; or (2) who lives in a family or community environment where a language other than English is the dominant language (often capitalized as English Language Learner or abbreviated to ELL).

Entrepreneurial and Self-Employment Training or ESET: A combination of assessment, training, and additional technical assistance, delivered through a network of strategic partners. This method of study provides training and assistance in a more systemic and strategic manner by providing the specific skills and knowledge necessary to plan, finance, start, and/or expand a business. Such training should be outcome-oriented, focused on a long-term goal, coincide with the applicable exit strategy, and result in credential attainment. This is another way the region can leverage its resources to support unemployed and underemployed workers and create jobs.

Exit: Determined to be as follows: a participant who has a date of case closure, completion or known exit from WIOA funded or non-WIOA funded partner services within the quarter (hard exit) or a participant who does not receive any WIOA funded or non-WIOA funded partners service for ninety days and is not scheduled for future services except follow-up services (soft exit). The separation of a participant exiting the WIOA programs, which can either, be a positive or negative exit. This individual is no longer receiving employment, training or services funded under WIOA.

Faith-Based Organization or FBO: An organization whose founding governance or membership is derived from a religious institution or religiously-affiliated entity.

Follow-Up Services: Services provided for a minimum of twelve (12) months following the first day of employment or termination from a specific program to ensure job retention, wage gains, career progress, assess service needs, and/or re-engage into a specific program, including but not limited to, contact with the participant's employer, information about additional employment opportunities, counseling regarding the workplace, and/or referrals to supportive services available in the community.

Homeless Individual or Homeless Children and Youths: An individual who meets any of the following criteria:

(A) Lacks a fixed regular and adequate nighttime residence; this includes a participant who:

- a. Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- b. Is living in a motel, hotel, trailer park, or campground due to a lack of alternative adequate accommodations;
- c. Is living in an emergency or transitional shelter;
- d. Is abandoned in a hospital; or
- e. Is awaiting foster care placement;

(B) Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, such as a car, park, abandoned building, bus or train station, airport, or camping ground;

(C) Is a migratory child who in the preceding thirty-six (36) months was required to move from one school district to another due to changes in the parent's or parent's spouse's seasonal employment in agriculture, dairy, or fishing work; or

(D) Is under 18 years of age and absents himself or herself from home or place of legal residence without the permission of his or her family (i.e. runaway youth).

(Note- A participant imprisoned or detained under an act of Congress or state law does not meet the definition. Additionally, a participant who may be sleeping in a temporary accommodation while away from home should not, as a result of that alone, be recorded as homeless).

Homeless Person or HP: An eligible WIOA Adult that is identified in EMD/EM as meeting the United States Department of Housing and Urban Development's definition of a Chronically Homeless Person at the time of registration and secures a DJP with the WP referral create date being on or after the WIOA eligibility/enrollment date and with the hire date not on the same date of the referral create date and/or the WIOA eligibility/enrollment date. The WP DJP result date must be recorded in EMD/EM WIOA and occur within six months of the WIOA application date.

Income: Total family earnings for the last six (6) months, exclusive of RA (formerly unemployment compensation), child support payments, and old-age and survivors' benefits received under Section 202 of the Social Security Act (42 U.S. C. 402).

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

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

Individual Employment Plan: A plan developed by the participant and the career advisor to identify the participant's employment goals, the appropriate achievement objectives, and the appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.

Individual Training Accounts or ITA: The funding that provides monies used to pay for the training services of eligible participants. These vouchers are used to pay for a participant's enrollment in an approved training program.

Individualized Career Services: Services provided to a jobseeker upon the determination that they are necessary for the jobseeker to obtain or retain employment.

Initial Assessment Application or IAA: An on-line application to track participant services provided by the SFWIB's Contractors at all locations.

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

Job Order: A structured record of an employer's requirement for filling vacant positions with qualified workers. Before a job order can be constructed, there must be a job opening available. All job orders must comply with federal and state laws, as well as the terms of use policy of EMD/EM.

Job Participation Rate or JPR: The rate at which a participant is required to participate in a job-related activity to meet the requirements of a given program. Said activities may include job searching, employment

training or work experience. Job Participation Rate hours are documented in the participant's case file and recorded in the OSST System.

Job Placement: When an unemployed or underemployed eligible customer begins to work in unsubsidized employment such as a DJP or OE.

Job Referrals: The act of facilitating the match between qualified jobseekers and employers with job openings; and the recording of such referral in EMD or EM.

Job Retention: The number of consecutive days a program participant has retained employment following placement. The period of required retention is determined in accordance with the specific program and may depend upon the activity into which a customer is enrolled or some other predetermined length of time as established by the SFWIB.

Jobseeker: Individual who is unemployed or underemployed and in need of services to achieve employment that will assist him/her to become self-sufficient.

Labor Market Information or LMI: Labor related information about unemployment, industries, occupations, etc. LMI covers economic, social, demographic, and labor force data. It describes the characteristics of the supply of labor (the people who are workers or potential workers in the labor market) and provides information on the job opportunities in the labor market (current and projected needs of current and future employers).

Mandated Partners: Required state and federal entities that carry out activities or programs as defined under WIOA, Section 121 (b)(1)(B).

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

Migrant and Seasonal Farmworker: An eligible seasonal farmworker whose agricultural labor requires travel to a job site such that the farmworker is unable to return to a permanent place of residence within the same day; and a dependent of the farmworker. Seasonal farmworker means a low-income individual who— (i) for twelve (12) consecutive months out of the twenty-four (24) months prior to application for the program involved, has been primarily employed in agricultural or fish farming labor that is characterized by chronic unemployment or underemployment; and (ii) faces multiple barriers to economic self-sufficiency; and a dependent of the person.

Services provided to migrant and seasonal farmworkers through career centers include:

- Registration assistance
- Job search assistance and placement
- Testing
- Counseling
- Training opportunities
- Referrals to supportive services
- Job development
- Referrals to other organizations that serve migrant and seasonal farm workers
- Complaint resolution
- Farmworker rights and labor law information
- Outreach at work areas, housing, or other community areas

Military Family Employment Advocacy Program or MFEA: A state program designed to deliver priority workforce services for eligible military family members through Military Family Employment Advocates. MFEA are located in CareerSource centers near military bases and communities with a large population of

military families. Military spouses may also be eligible to receive training and other supportive services under the Workforce Innovation and Opportunity Act. Persons eligible for assistance through this program include spouses and dependents of: active duty military personnel, Florida National Guard members and military reservists whose units are activated.

National Emergency Reserve or NER: This provides WIOA Adult employment and training services/activities following the WIOA Adult Program policies and procedures.

Obtained Employment or OE: Those individuals who secure employment within 180 calendar days of receiving one or more services which are wholly or partially funded by the state employment service agency, but the placement does not meet the federal definition for a “WP Placement.” Credit for an OE may be claimed for any participant who has received any WP reportable service(s), and has a job start date, where both service and start date fall within 180 days from the date the obtained employment is recorded. Staff must verify that the customer has started working prior to taking credit for an obtained employment. Notification of a hire date will not suffice for securing OE credit.

Occupational Skills Training or OST: Program of study provided to an individual to enhance employability in an occupation or to improve his/her ability to carry out a present or future occupation.

One Community One Goal or OCOG: The long-term economic development strategic plan for Miami-Dade County. It integrates a broad spectrum of Miami-Dade organizations, programs and businesses that work together to advance the goal of a thriving, inclusive and diverse community.

On-the-Job Training or OJT: Paid full-time employment in which the employer provides training to a participant in order for the participants to learn the skills necessary to perform the job.

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

Outreach: An effort by individuals in an organization or group to engage, connect ideas, or practices to the efforts of other organizations, groups, specific audiences, the general public, or programs.

Paid Work Experience or PWE: A work-incentivized program designed to assist job seekers in obtaining needed job-related training. The program focuses on skills development for in demand occupations, at no cost to the employer.

Part-Time Employment: Year-round unsubsidized employment of thirty (30) hours or less per week.

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

PELL Grant: Popular name for the federal PELL Grant program whose primary objective is to provide funding to financially needy postsecondary and undergraduate to meet educational expenses.

Performance Fixed Rate: A method of payment used when payment for a Job Placement is based upon a Service Unit fee for Job Placement Units completely delivered to a jobseeker.

Performance Improvement Plan (PIP): A formulated plan that details the steps to improve performance set forth by the SFWIB that will remain in place until the deficiency (ies) is/are corrected.

Personal Responsibility and Work Opportunity Reconciliation Act (or PRWORA): Public Law 104-193: federal law that went into effect in October of 1996 which eliminated the open-ended federal entitlement program, Aid to Families with Dependent Children (“AFDC”), and replaced it with the TANF block grant. The

TANF legislation changed the nation's welfare system from the receipt of cash assistance as an entitlement to one that requires work in exchange for time-limited financial assistance.

Professional Placement Network or PPN: A service offered at the CareerSource centers that links professionals with potential employers.

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

Program Cost: Costs associated with the management of the program funded by this Contract that directly and immediately benefit program customers and are necessary for effective delivery of services, excluding administrative costs.

Program Design and Service Delivery: The work to be performed by all contractors under the terms and conditions of this Contract.

Program Income: Interest earned on any advances under this Contract, income generated as a result of use or fees charged for the rental of real or personal property, fees for services performed, conferences, the sale of commodities or items developed with contract funds, or from the participants activities under the contract except for OJT, or revenue in excess of costs earned by organizations other than commercial organizations (20 CFR 667.200(a)(6)).

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

Rapid Response or RR: An activity provided by the local workforce board, with funds provided by the state under WIOA, Section 134(a) (1) (A), in the case of a permanent closure or mass layoff at a plant, facility, or enterprise, or a natural or other disaster, that results in mass job dislocation, in order to assist dislocated workers in obtaining reemployment as soon as possible.

Re-employment and Eligibility Assessment or REA: Formerly a U. S. Department of Labor funded pilot project that provides assessment and labor market information and job search assistance to selected UC Claimants.

Re-employment Assistance Program or RA: Formerly the Unemployment Insurance benefit that provides temporary wage replacement for individuals who have lost their jobs through no fault of their own. The new name of the program emphasizes the job search activities and reemployment services offered by Florida's workforce partners to jobless claimants receiving benefits.

Re-employment Services and Eligibility Assessment or RESEA: A program funded by the U.S. Department of Labor to help unemployment insurance claimants return to work faster. Permanently separated claimants are required to participate in the RESEA program.

The Reemployment Services and Eligibility Assessment or RESEA Referral: To direct an individual or program participant to another contractor, community based organization or agency or other community resources to receive services, information or assistance.

Scholarship: Formerly ITA. Scholarship is training provided and directly linked to an occupation in demand in the local area utilizing "eligible providers of training services" which maximizes consumer choice in the selection of an eligible provider. A scholarship can be used for payments of tuition and training related expenses up to the local established maximum.

Seasonal Employment: Employment one-hundred and fifty (150) days or less which is temporary due to the nature of the work, like harvesting, or due to annual cycles in the labor market, like Christmas season retail sales.

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

South Florida Workforce Investment Board or SFWIB: Chartered by the State of Florida, is one of 24 regional Workforce Boards in Florida. It is the regional workforce development board representing Miami-Dade and Monroe counties. Workforce Florida, Inc., and the Agency for Workforce Innovation (“AWI”) oversee all regional workforce boards in Florida.

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

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

Subsidized Employment: Private sector, for profit or not-for-profit enterprise, or public-sector employment that is directly supplemented by federal or state funds. A subsidy may be provided in the form of work supplementation, on-the-job training, incentive payments, tax credits and training bonuses.

Supplemental Nutrition Assistance Program or SNAP: Formerly known as the Food Stamp Employment and Training Program. This program emphasizes work, self-sufficiency, and personal responsibility. The program strives to meet the needs of participants in gaining skills, training, work, and experience that will increase the program participants' ability to obtain total self-sufficiency. The state of Florida provides SNAP services to able-bodied adults (ages 18 - 49) without dependents (children) (“ABAWDS”).

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

TABE or Test of Adult Basic Education: An adult basic skills assessment test that is designed to assess reading, mathematics, language, and spelling skills.

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

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

Temporary Employment: Employment one hundred and fifty (150) days or less which is temporary due to the nature of the work, like harvesting, or due to annual cycles in the labor market, like Christmas season retail sales.

The Occupational Information Network or O*NET: O*NET is a free online database that contains hundreds of occupational definitions to help jobseekers, businesses and workforce development professionals to understand today's world of work in the United States.

For each job, O*NET provides the following information:

- Personal requirements: the skills and knowledge required to perform the work.

- Personal characteristics: the abilities, interests and values needed to perform the work.
- Experience requirements: the training and level of licensing and experience needed for the work.
- Job requirements: the work activities and context, including the physical, social, and organizational factors involved in the work.
- Labor market: the occupational outlook and the pay scale for the work.

Trade Adjustment Assistance or TAA: Federally funded program that assists workers who are totally or partially separated or may become separated from employment as a result of imports. TAA provides funding for training, job search allowances, relocation allowances, Trade Readjustment Allowances (“TRA”), Alternative Trade Adjustment Assistance, and Health Coverage Tax Credits.

Training Services: Occupational skills training, provided through a scholarship, on-the-job-training, or customized training programs that combine workplace training and related instruction, skill upgrading and retraining entrepreneurial training, job readiness training, and adult education and literacy activities provided in combination with other training services.

Transitional Jobs or TJ: Time-limited work experiences that are subsidized, combined with comprehensive career and supportive services and in the public, private or nonprofit sectors for individuals with barriers to employment, who are chronically unemployed or have an inconsistent work history.

Unemployment Compensation or UC: The UC program was renamed the Re-employment Assistance Program by House Bill 7027 passed during the 2012 Legislative Session which was signed into law by Governor Rick Scott on March 28, 2012.

Universal Access: An entitlement to a basic level of service that can be provided with minimal staff assistance by a Career Center located in Miami-Dade or Monroe County.

Unsubsidized Employment: Full-time employment of thirty (30) or more hours or part-time employment of less than thirty (30) hours per week not directly supplemented by federal or state funds. Paid apprenticeship and cooperative education are included in this activity. (In SNAP, full-time is thirty (30) hours a week or more and part-time is 29 hours a week or less).

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

Veterans’ Program: Veterans’ Program services are fully integrated into the Career Center with services to veterans considered a total Career Center responsibility and not only the domain of the Disabled Veterans’ Outreach Program and Local Veterans’ Employment Representative staff.

Wagner Peyser or WP: The Wagner-Peyser Act of June 6, 1933, as amended under WIOA. A federally funded labor exchange program developed to match employers with qualified out of work individuals. It is linked to the Re-employment Assistance program, helping applicants filing for Re-employment Assistance benefits to find new employment opportunities.

Welfare and/or Public Assistance Recipient: An individual who receives, or is a member of a family who receives, cash payments under a federal, state, or local income-based public assistance program. TANF, SNAP, Medicaid, and childcare subsidy are examples of public assistance programs.

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

Advancement Program or CAP). WTP enables welfare recipients to move from welfare to work by emphasizing self-sufficiency and personal responsibility.

Services include, but are not limited to:

- Job search, job preparation and job placement
- Education and Training
- Case management and counseling
- Subsidized childcare
- Transportation assistance
- Relocation assistance

WIOA Adult: An individual who is eighteen (18) years or older and is economically disadvantaged as defined by the SFWIB.

WIOA Dislocated Worker: An individual who (1) has been terminated or laid off or who has received notice of layoff or termination; is eligible for or has exhausted Re-employment Assistance and is unlikely to return to his/her previous industry or occupation; (2) has been terminated or laid off or who has received notice of layoff or termination; insufficient earnings, or the employer is not covered under UC law and is unlikely to return; (3) plant closure or substantial layoff; (4) is employed at a facility where the employer has made a general announcement that the facility will close within one-hundred eighty days; (5) was self-employed but is unemployed as a result of general economic conditions; (6) Displaced Homemaker; (7) active service member's spouse who lost employment due to relocation; and (8) active service member's spouse who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Work Experience: Planned, structured learning experiences that take place in a workplace for a limited period of time. They may be paid or unpaid, as appropriate, and must include academic and occupational education. Work experience workplaces may take place in the private, for-profit, non-profit or public sectors.

Work Maturity Skills: Skills required to meet employer expectations for dependability and productivity that are essential to enable a young adult to keep a job once he or she gets hired, including, but not limited to the following: attendance, punctuality, positive attitude/behavior, appearance, interpersonal relations and task completion.

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

- Employment and Training Programs (Title I):
- Disadvantaged Youth Services
- Economically Disadvantaged Adult Services
- Dislocated Worker Programs
- Re-employment Services under Wagner-Peyser
- Disabled persons employment support through Vocational
- Rehabilitation Services

Workforce Management System or WFMS: The system for tracking participant's training related information, i.e., expenditures and performance data, and that enables career advisors to create, modify and track budget accounts and expenditures for participants receiving support services.

FINANCIAL CLOSEOUT PROCEDURES

I. Purpose

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

II. Policy

- A. The Contractor shall complete and submit a Financial Closeout for each contract on or before thirty (30) calendar days after the Contract expires, or upon termination of the Contract. For example, if the contract expires June 30, the Financial Closeout will be due to the SFWIB on or before July 30.
- B. If the Contractor's Final Expenditure Report indicates that payments were made to the Contractor in excess of the actual costs of providing contracted services or if the actual expenditures surpass the budgeted amount, the Contractor shall refund the difference to the SFWIB within thirty (30) calendar days of SFWIB's notification of overpayment. If the Contractor does not timely repay the difference, the Contractor shall pay the SFWIB the maximum lawful rate of interest allowed in the state of Florida on the outstanding amount.
- C. The following required Financial Closeout documents shall be submitted by the Contractor:
 - 1. Final Expenditure Report (**Enclosure 1**).
 - 2. Year to Date Reconciliation between specified line items in (**Enclosure 2**) by fund and actual expenditures by line item.
 - 3. Year to Date General Ledger for the SFWIB's expenditures only.
 - 4. Indirect Cost Reconciliation.
- D. Upon the request of the Contractor, the SFWIB's accountant shall provide technical assistance to the SFWIB on completing the Financial Closeout.
- E. The Contractor shall complete and submit to SFWIB an annual fiscal audit report within six (6) months after the end of the fiscal year and in compliance with 2 CFR Chapter II, Subpart F, §200.512(a).

III. Procedure

A. **Salaries/Wages**

The Contractor's staff persons may be paid for absences (vacations, sick leave, etc.), if such a provision for payment is included in the Contractor's personnel policies and procedures manual that was submitted as part of the operational documents. The Contractor is encouraged to allow staff to take time off rather than issue payment for leave time.

The Contractor's staff persons may be paid for unused vacation time upon termination from the program. This payment shall be charged to staff salaries unless such payment, when added to the total salary, exceeds the maximum salary established in the operating budget.

B. **Insurance**

The Contractor shall keep in force all insurance policies, which are applicable to its program(s).

C. Professional Service, Sub-Contract & Rental Agreements

Within thirty (30) days following the end of the Contract, the Contractor shall cancel all of the following services, which will not be applicable to any future contract with the SFWIB:

1. All professional service agreements and sub-contract agreements paid by funds generated from this Contract;
2. All rental contracts associated with office space, equipment, and/or vehicles and maintenance contracts which are paid with funds generated from this Contract; and
3. All utility services associated with the operation of Contractor's program (i.e. telephone, electricity, water) paid by funds generated from this Contract.

D. Completion of Financial Closeout**1. Final Expenditure Report (Enclosure 1):**

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

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

2. Year to Date Reconciliation between specified categories by fund, budget line item and actual expenditures (Enclosure 2):

Actual expenditures billed to the SFWIB should be equal to or less than line item budget. The SFWIB Year to Date General Ledger must be submitted as supporting documentation with the closeout package.

3. **Indirect Cost Reconciliation:** (Enclosure 2) The Contractor shall complete the indirect cost reconciliation by comparing the indirect costs charged to the actual indirect cost paid. Refunds may be requested for overages.

E. The SFWIB's Accountant Responsibility

The SFWIB's accountant assigned to the contract will provide the Contractor with technical assistance to complete the Financial Closeout, upon request.

The SFWIB's accountant will perform the following functions:

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

FINAL EXPENDITURE REPORT

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

CUMMULATIVE PROGRAM EXPENDITURES

Year to Date Expenditures Approved by the SFWIB (from Payment Requests)

\$ -

Purchases made by the SFWIB on behalf of the Contractor

\$ -

Less: Year to Date Late Invoicing Amount

\$ -

Total Expenditures

\$ -

\$ -

CUMMULATIVE PAYMENTS

Year to Date Cash Payments Received from the SFWIB for

\$ -

Purchases made by the SFWIB on behalf of the Contractor

\$ -

Total Payments

\$ -

BALANCE DUE TO CONTRACTOR (if not applicable enter zero)

\$ -

or

BALANCE DUE FROM CONTRACTOR (if not applicable enter zero)

\$

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

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

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Name of Official Authorized to Sign the Contract

Signature of Official Authorized to Sign the Contract /Date

Grand Total \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

WID

Programmatic

Salary	\$	-		\$	-		\$	-	
Fringe Benefits	\$	-		\$	-		\$	-	
Participant Cost	\$	-		\$	-		\$	-	
Other Specified Costs	\$	-		\$	-		\$	-	
Indirect Cost	\$	-		\$	-		\$	-	
Profit	\$	-		\$	-		\$	-	
Total	\$	-	\$	-	\$	-	\$	-	\$

Administrative

Salary	\$	-		\$	-		\$	-	
Fringe Benefits	\$	-		\$	-		\$	-	
Participant Cost	\$	-		\$	-		\$	-	
Other Specified Costs	\$	-		\$	-		\$	-	
Indirect Cost	\$	-		\$	-		\$	-	
Profit	\$	-		\$	-		\$	-	
Total	\$	-	\$	-	\$	-	\$	-	\$

Grand Total \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

WIDR

Programmatic

Salary	\$	-		\$	-		\$	-
Fringe Benefits	\$	-		\$	-		\$	-
Participant Cost	\$	-		\$	-		\$	-
Other Specified Costs	\$	-		\$	-		\$	-
Indirect Cost	\$	-		\$	-		\$	-
Profit	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-

Administrative

Salary	\$	-		\$	-		\$	-
Fringe Benefits	\$	-		\$	-		\$	-
Participant Cost	\$	-		\$	-		\$	-
Other Specified Costs	\$	-		\$	-		\$	-
Indirect Cost	\$	-		\$	-		\$	-
Profit	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-

Grand Total	\$	-	\$	-	\$	-	\$	-
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WTS

Programmatic

Salary	\$	-		\$	-		\$	-
Fringe Benefits	\$	-		\$	-		\$	-
Participant Cost	\$	-		\$	-		\$	-
Other Specified Costs	\$	-		\$	-		\$	-
Indirect Cost	\$	-		\$	-		\$	-
Profit	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-

Administrative

Salary	\$	-		\$	-		\$	-
Fringe Benefits	\$	-		\$	-		\$	-
Participant Cost	\$	-		\$	-		\$	-
Other Specified Costs	\$	-		\$	-		\$	-
Indirect Cost	\$	-		\$	-		\$	-
Profit	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-

Grand Total	\$	-	\$	-	\$	-	\$	-
--------------------	----	---	----	---	----	---	----	---

FSH (July to Sept)

Programmatic

Salary	\$	-		\$	-		\$	-
Fringe Benefits	\$	-		\$	-		\$	-
Participant Cost	\$	-		\$	-		\$	-
Other Specified Costs	\$	-		\$	-		\$	-
Indirect Cost	\$	-		\$	-		\$	-
Profit	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-

Administrative

Salary	\$	-		\$	-		\$	-
Fringe Benefits	\$	-		\$	-		\$	-
Participant Cost	\$	-		\$	-		\$	-
Other Specified Costs	\$	-		\$	-		\$	-
Indirect Cost	\$	-		\$	-		\$	-
Profit	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-

Grand Total	\$	-	\$	-	\$	-	\$	-
--------------------	----	---	----	---	----	---	----	---

FSH (Oct to June)

Programmatic

Salary	\$	-		\$	-		\$	-
Fringe Benefits	\$	-		\$	-		\$	-
Participant Cost	\$	-		\$	-		\$	-
Other Specified Costs	\$	-		\$	-		\$	-
Indirect Cost	\$	-		\$	-		\$	-
Profit	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-

Administrative

Salary	\$	-		\$	-		\$	-
Fringe Benefits	\$	-		\$	-		\$	-
Participant Cost	\$	-		\$	-		\$	-
Other Specified Costs	\$	-		\$	-		\$	-
Indirect Cost	\$	-		\$	-		\$	-
Profit	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-

Grand Total	\$	-	\$	-	\$	-	\$	-
--------------------	----	---	----	---	----	---	----	---

CONTRACT INVOICE

Contractor Name: _____
 Index Code: _____
 Location Code: _____
 Program Code: _____
 Service Provider Code: _____

Prepared By: _____
 Telephone #: _____
 Invoice Date: _____
 Invoice Period: _____

Total Monthly Performance Earned	
Administrative Portion 10% Max	\$ -
Remaining for Programmatic Expenses	\$ -

	WIOA Adult	WIOA DW	WIOA RR	TANF	FSET/SNAP (July-Sept)	FSET/SNAP (Oct-June)	RESEA	TOTAL
PROGRAM COSTS (Non-Training)								
Staff Salaries								\$ -
Fringe Benefits								\$ -
Non-WFMS Participant costs (i.e. field trips, snacks, etc.) (please identify)								\$ -
1								\$ -
2								\$ -
3								\$ -
Other Costs								\$ -
Indirect Programmatic Cost (based on approved rate)								\$ -
Profit (for profit entities only)								\$ -
TOTAL PROGRAM COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

JOB READINESS								
Staff Salaries								\$ -
Fringe Benefits								\$ -
TOTAL JOB READINESS COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TRAINING PROGRAM MANAGEMENT COSTS								
Staff Salaries								\$ -
Fringe Benefits								\$ -
TOTAL TRAINING PROGRAM MANAGEMENT COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TRAINING CASE MANAGEMENT COSTS								
Staff Salaries								\$ -
Fringe Benefits								\$ -
TOTAL TRAINING CASE MANAGEMENT COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL PROGRAM COSTS								
Staff Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Other Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Programmatic Cost (based on approved rate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Profit (for profit entities only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM COSTS BILLED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM COSTS NOT BILLED								\$ -

ADMINISTRATIVE COSTS								
Indirect Costs (based on approved rate)								\$ -
Other Direct Administrative Costs (please detail)								\$ -
								\$ -
TOTAL ADMINISTRATIVE COSTS BILLED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ADMINISTRATIVE COSTS NOT BILLED								\$ -

TOTAL PAYMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SURPLUS								\$ -
TOTAL EARNED								\$ -

Training Program Management (TPM) - Costs directly related to developing, implementing, or coordinating authorized training programs (not services to individuals).

Training Case Management (TCM) - Staff expenditures directly related to case management and job placement services for clients in training (not clients seeking training). This includes staff expenditures associated with the provision of support services to individuals while they are in training.

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

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

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.


 Name of Person Authorized to Sign Reimbursement/Justification Packages

 Signature of Person Authorized to Sign Reimbursement/Justification Packages

 Date

ANNUAL CERTIFICATION

Jahtus Hardrick, on behalf of Florida Memorial University
certifies and assures that all certifications and assurances on file with the Contract are current. This
certification is incorporated and made a part of the **Contract #** _____.

By:  1/9/23
Signature of Affiant Date


Jahtus Hardrick, President
Printed Name of Affiant and Title

Florida Memorial University
Printed Name of Firm

15800 NW 42 Ave, Miami Gardens, FL 33054
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 9th day of Jan, 2023

She is personally known to me or has presented _____ as identification.
Type of identification


Signature of Notary

GG 987359
Serial Number

Rachel E. Turner
Print or Stamp Name of Notary

May 15, 2024
Expiration Date

Notary Public – State of FLORIDA

