



CareerSource  
SOUTH FLORIDA

careersourcesfl.com

March 2, 2023

Madeline Pumariega  
President  
The District Board of Trustees of Miami Dade College  
300 N.E. 2<sup>nd</sup> Avenue  
Miami, FL 33132

Dear Ms. Pumariega:

This is to notify you that the South Florida Workforce Investment Board, at the February 16, 2023 meeting, approved the allocation for the **Future Bankers Training Camp Program**.

The estimated **Workforce Innovation and Opportunity Act (WIOA) Youth** funding awarded to **The District Board of Trustees of Miami Dade College** is an amount not to exceed **\$125,000** to serve **fifty (50)** eligible high school students from low-income areas to provide them the opportunity to explore careers and begin a career path in the financial services industry.

The effective period for the funding allocation is on or after **July 3, 2023 through July 28, 2023**. The Agreement between **The District Board of Trustees of Miami Dade College** and the **South Florida Workforce Investment Board (SFWIB)** is attached for your signature.

Please return the scanned signed Agreement, along with a completed Organizational Responsibilities form (enclosed), to the attention of Dania Roque, Contracts Officer.

Once the Agreement is executed, we will return the executed scanned original to you. Should you have any questions or concerns, please contact Mr. Travis Kelly at (305) 929-1562.

Sincerely,

Rick Beasley  
Executive Director  
South Florida Workforce Investment Board  
d/b/a/CareerSource South Florida

Pc: Dr. Ana M. Cruz, CPA, MDC/Wolfson  
Renee Bennett, Assistant Director SFWIB Finance  
Robert Smith, Special Projects Administrator II, SFWIB/CSSF  
Central File, SFWIB/CSSF

Info@careersourcesfl.com

7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126

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## TRAINING VENDOR AGREEMENT

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

TRAINING VENDOR

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

AGREEMENT NUMBER

**WS-CTVA-22-04-00**

### ARTICLE 1 PARTIES TO AGREEMENT

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

### ARTICLE 2 INTRODUCTION

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

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

### ARTICLE 3 EFFECTIVE TERM

This Agreement shall commence upon **July 3, 2023**, irrespective of the date of execution, and terminate at the close of business on **July 28, 2023**, unless earlier terminated as provided below.

### ARTICLE 4 STATEMENT OF WORK

The Training Vendor shall deliver all training services identified in this Agreement and in accordance with **Exhibit A, Statement of Work**, which is attached hereto and incorporated herein by reference.

The Parties agree that the **Statement of Work** is a description of the Training Vendor's responsibilities and obligations. The Training Vendor shall implement the **Statement of Work** set forth in **Exhibit A** in a manner deemed satisfactory to the SFWIB, at the sole discretion of the SFWIB. No changes in the **Statement of Work** shall be made unless such changes are mutually agreed upon by the Parties in writing.

### ARTICLE 5 FUNDING AVAILABILITY

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

## ARTICLE 6 COMPENSATION

The SFWIB agrees to compensate the Training Vendor for the costs associated with the provision of services provided in accordance with **Exhibit A, Statement of Work**. The maximum amount payable for the approved training cohort program shall not exceed **\$125,000.00**, as set forth in **Exhibit B, Payment Provisions** and shall be in accordance with **Exhibit B, Section II – Method of Payment and Invoicing** attached hereto and incorporated herein by reference.

## ARTICLE 7 CONDITIONS PRECEDENT

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

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

## ARTICLE 8 LICENSING

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

## ARTICLE 9 INSURANCE

The Training Vendor, as a self-insured governmental entity, shall provide to the SFWIB, prior to the execution of this

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

**ARTICLE 10  
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, 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](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.

**ARTICLE 11  
IMMIGRATION REFORM AND CONTROL ACT**

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

**ARTICLE 12  
CONTINUATION OF SERVICES**

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

**ARTICLE 13  
CERTIFICATION OF CONDUCT**

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

and fraudulent activities.

#### **ARTICLE 14 CODES OF CONDUCT**

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

#### **ARTICLE 15 GRATUITIES**

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

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

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

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

#### **ARTICLE 16 CODE OF BUSINESS ETHICS**

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

#### **ARTICLE 17 APPLICABLE LAW AND VENUE**

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

- 17.3. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any legal controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to and resolved under the jurisdiction of the state courts of the Eleventh Judicial Circuit of Miami-Dade County, Florida, to the exclusion of all others.
- 17.4. Parties understand and agree that they are subject to all federal and state laws and Training Vendor policies relating to the confidentiality of student information. Parties further agree to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq., as may be amended. Parties shall regard all student information as confidential and will not disclose the student information to any third party.

#### ARTICLE 18 TERMINATION

- 18.1. Termination for Cause Including Default and Breach of Contract. The SFWIB may terminate this Contract, for default and breach of Contract, including, but not limited to, for the reasons identified in **Article 19, Breach of Contract**. In the event of termination of this Contract for cause, any payments to the Training Vendor shall be determined based upon the provisions of **Article 20-Breach of Contract: SFWIB Remedies**. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Training Vendor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. If SFWIB terminates the Contract for default, the Training Vendor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.
- 18.2. Termination for Circumstances Beyond the Training Vendor's Control. Either Party may terminate this Agreement for circumstances beyond the Training Vendor's control including, but not limited to, labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the Parties. In the event of termination of this Contract under this provision, neither Party will be responsible for failure nor delay in performance of this Contract. Such failure or delay in performance will not result in any additional charge or costs, under this Contract, to either Party. The Party seeking termination of the Contract under this provision shall provide prompt notice of termination to the other Party. In no event shall notice be provided later than thirty (30) days after the occurrence triggering termination.
- 18.3. Termination without Cause. The SFWIB may terminate this Contract without cause by providing thirty (30) days' prior written notice to the Training Vendor. The Training Vendor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Training Vendor after the effective date of termination of this Contract. The Training Vendor shall not be entitled to recover any cancellation charges, lost profits, indirect costs, or consequential damages incurred as a result of said termination.
- 18.4. Termination Due to the Lack of Funds. If funds received by SFWIB to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB, in its sole discretion, may terminate this Contract upon no less than twenty-four (24) hours' notice, in writing, to Training Vendor. Said notice must be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and may not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract due to the lack of funds, the SFWIB shall compensate the Training Vendor for any work completed in accordance with the terms of the Contract prior to the date of the notification of termination. The Training Vendor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits as a result of a termination due to the lack of funds.

#### ARTICLE 19 BREACH OF CONTRACT

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

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

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

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

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

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

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

established in section 768.28, Florida Statutes.

2. The SFWIB may suspend payment, in whole or in part, under this Contract by providing written notice to the Training Vendor of such suspension and specifying the effective date thereof. All payments to the Training Vendor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Training Vendor shall immediately cease to provide services pursuant to this Contract. If payments are suspended, the SFWIB shall specify in writing the actions that shall be taken by the Training Vendor as a condition precedent to resumption of payments and shall specify a date for compliance. The SFWIB may also suspend any payments, in whole or in part, under any other contracts entered into between the SFWIB and the Training Vendor. The SFWIB may also require repayment of funds in accordance with **CareerSource Florida Administrative Policy #90, Attachment 6**. The Training Vendor shall be responsible for all program and administrative costs associated with such suspension, in addition to the SFWIB's attorneys' fees, within the limits of liability established in section 768.28, Florida Statutes.
3. The SFWIB may seek enforcement of this Contract by any action at law or equity available to the SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Training Vendor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the SFWIB's attorneys' fees and costs through final resolution of the matter including appeal, within the limits of liability established in section 768.28, Florida Statutes.
4. If, for any reason, the Training Vendor attempts to meet Training Vendor's obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB may, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Contract by providing written notice to the Training Vendor of such termination and specifying the effective date thereof. In such case, the SFWIB may terminate or cancel any other contracts the Training Vendor has with the SFWIB. The Training Vendor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to the SFWIB's attorneys' fees, within the limits of liability established in section 768.28, Florida Statutes.
5. Any other remedy available at law or equity or administratively.

#### **ARTICLE 21 NOTICES**

It is understood and agreed between the Parties that written notice addressed to the Executive Director of the SFWIB, and mailed or delivered to the address appearing on page one (1) of this Agreement and written notice addressed to the Training Vendor and mailed or delivered to the address appearing on page one (1) of this Agreement shall constitute sufficient written notice to the respective Party and same shall be effective upon mailing or hand delivery.

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

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

#### **ARTICLE 23**



## AUTONOMY

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

## ARTICLE 24 INDEMNIFICATION

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

## ARTICLE 25 PRIOR AGREEMENTS

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

The following Attachments and Exhibits are incorporated into this Agreement:

### Description

<u>Type</u>	<u>Number/Letter</u>	
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	The Florida Department of Economic Opportunity Memorandum dated July 1, 2021
Attachment	4	Trafficking Victims Protection Act of 2000, as amended
Attachment	5	Disclosure and Certification of Conflict of Interest in a Contract
Attachment	6	CareerSource Florida Administrative Policy #90
Exhibit	A	Statement of Work
Exhibit	B	Payment Provisions
Exhibit	C	Assurances and Certifications
Exhibit	D	Assurances-Non-Construction Programs
Exhibit	E	Annual Certification

## ARTICLE 26 NO ASSIGNMENT

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

**ARTICLE 27  
AUTHORITY TO EXECUTE AGREEMENT**

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

**ARTICLE 28  
MODIFICATIONS**

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

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

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

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

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

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

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

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

Except for the Training Vendor's own internal use, the Training Vendor shall not publish or reproduce any data or information, in whole or in part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this Agreement, nor may the Training Vendor authorize or permit others to do so without the advanced written consent of the federal government, through the state of Florida until such time as the federal government may have released such data or information to the public.

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

1. Any work developed under this Agreement or a resulting subcontract irrespective of whether it is copyrighted.

2. Any rights of copyright to which the Training Vendor or subcontractor purchases ownership with funds provided for under this Agreement.

**ARTICLE 31  
RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

**ARTICLE 32  
INTELLECTUAL PROPERTY RIGHTS**

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

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

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

**ARTICLE 33  
PERFORMANCE**

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

**ARTICLE 34  
ACCESS TO TRAINING SITE**

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

**ARTICLE 35  
FLORIDA PUBLIC RECORDS LAWS**

The Training Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Training Vendor in connection with this Contract, except that public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S.

Department of Justice. The Training Vendor's failure to allow such public access shall result in the immediate termination of this Contract or any renewal. The Training Vendor shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.

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

- (a) Keep and maintain public records required by the SFWIB to perform the services;
- (b) Upon request from the SFWIB's custodian of public records, provide the SFWIB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Training Vendor does not transfer the records to the SFWIB; and
- (d) Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of the Training Vendor upon termination of this Contract. Upon termination of this Contract, the Training Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SFWIB, upon request from the SFWIB's custodian of public records, in a format that is compatible with the SFWIB's information technology systems.

35.2 For purposes of this section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.

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

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

35.4 In the event the Training Vendor does not comply with the public records requirements set forth in section 119.0701, Florida Statutes and this Article 35 of this Agreement, the SFWIB shall avail itself of the remedies set forth in **Article 18-Termination, Article 19-Breach of Contract, and Article 20-Breach of Contract: SFWIB's Remedies** of this Agreement.

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

**ARTICLE 36  
RECORDS RETENTION**

Five (5) Year Requirement. The Training Vendor shall keep all records, accounts, and documents related to the operation and performance of this Agreement or any modification hereto for five (5) years following the expiration or termination of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or modification hereto has commenced before the expiration of the 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 Training Vendor shall cooperate with the SFWIB to facilitate the duplication and transfer of any of said records or documents during the required retention period. The Training Vendor shall advise the SFWIB of the location of all records pertaining to this Agreement upon the request of the SFWIB and shall notify the SFWIB by certified mail within ten (10) days of moving said records if and when the records are moved to a new location.

**ARTICLE 37  
CONFIDENTIALITY OF RECORDS**

The Training Vendor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Training Vendor shall not divulge such information, including but not limited to social security numbers, demographic data (race/ethnicity, sex, age, and disability status), employment services records, supplemental nutrition assistance program records, job corps records, migrant and seasonal farm worker records, North American Free Trade Agreement-Transitional Adjustment records, Trade Adjustment Assistance under Trade Act of 1974 records, Worker adjustment and Retraining Notification Act records, Welfare Transition Program/TANF records, displaced homemaker records, Labor Market Information individual identifiable data, school readiness records, medical records and disability related information, unemployment compensation records, background screening records, WIOA records as specified in the applicable federal law and implementing procedures, etc. without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the Contract may be divulged to the SFWIB or such other persons as the SFWIB may designate who have responsibilities for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services. All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. The Training Vendor shall abide by all applicable federal, state and local laws and regulations regarding confidential information, including personally identifiable information (PII) from educational records, as identified in, but not limited to, 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38. The Training Vendor shall provide, prior to the execution of this Contract, a completed **Confidentiality Agreement, Attachment 1**, which is attached hereto and incorporated herein by reference.

**ARTICLE 38  
INDIVIDUAL NON-DISCLOSURE AND CERTIFICATION FORM**

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

All completed forms shall be retained as required herein in accordance with **Article 36, Records Retention** of this Agreement. The Training Vendor shall maintain the completed confidentiality forms in each employee's personnel file and forward copies to the SFWIB's IT Department upon requesting access to state and/or local system(s).

**ARTICLE 39  
VIOLATION OF THE PRIVACY ACT**

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

**ARTICLE 40  
INFORMATION SECURITY OBLIGATIONS**

- 41.1. The Training Vendor shall abide by the SFWIB's Information Technology Security Policies and Procedures.
- 41.1.1. The Training Vendor (including its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom Training Vendor exposes or authorizes to access confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to store information. The Training Vendor shall not electronically transmit, or allow to be transmitted, any personal or confidential information. Failure to strictly comply with this provision shall constitute a breach of this Contract.
- 41.1.2. During the term of this Agreement, the Training Vendor must obtain signed confidentiality access agreements, which are required by the SFWIB and/or the DEO for systems access privileges, for any individual including, but not limited to all of the Training Vendor's officers, employees, subcontractors, agents, partners, principals, servants, representatives and security officers, prior to their access to electronic data systems.
- 41.1.3. The Training Vendor shall ensure that the Training Vendor's staff who has access to client information through the WFMS and/or any other information systems as required, complete the Information Security and Awareness Training annually.
- 41.1.4. The Training Vendor shall make every effort to protect and avoid unauthorized release of any personal or confidential information, as set forth in **Article 37, Confidentiality of Records**.
- 41.1.5. The Training Vendor shall notify the SFWIB in writing of any disclosure of SFWIB's and/or state of Florida's confidential information or data by the Training Vendor, its officers, employees, subcontractors, agents, partners, principals, representatives or any other individuals to whom Training Vendor exposes or authorizes to access confidential information obtained under this Agreement, which is not in compliance with the terms of the Agreement (of which it becomes aware).
- 41.1.6. The Training Vendor shall also report to the SFWIB any Security Incidents of which it becomes aware, including those incidents reported to the Training Vendor by its officers, employees, subcontractors, agents, partners, principals, servants, representatives. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of SFWIB or DEO information in the Training Vendor's possession or electronic interference with the SFWIB's operations; however, random attempts at access shall not be considered a security incident.
- 41.1.7. The Training Vendor shall notify the SFWIB's Help Desk, not later than **24 hours** following the determination of any breach or potential breach of personal and confidential data, as required by the SFWIB's Information Technology Security policies and procedures.
- 41.1.8. In the event of a breach of security concerning confidential personal information involved with this Agreement, the Training Vendor shall comply with section 501.171, Florida Statutes, as applicable. When notification to affected persons is required under this section of the statute, the Training Vendor shall provide such notification, using the SFWIB's approved format, not later than seven (7) calendar days following the determination of any potential breach of personal or confidential data.
- 41.1.9. For purposes of this Agreement, "security breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent

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

41.1.10. The Training Vendor shall be wholly liable for security breaches and personal identity theft committed by its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom the Training Vendor exposes or authorizes to access confidential information obtained under this Agreement, including, but not limited to volunteers. The Training Vendor shall be liable for: (1) direct payment and/or reimbursement of all costs incurred for notifying and providing identity theft protection services to customers who may be victims of the security breaches and personal identity theft; (2) resolving any and all claims related thereto; and (3) all other costs and damages resulting from security breaches or personal identity theft.

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

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

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

41.1.13. For employees that only have a CSSF **network account and/or VPN account**, only an email requesting disabling of the account(s) is required at time of termination.

41.2. Failure to comply with this **Article 40, Information Security Obligations**, shall constitute a breach of this Agreement.

#### **ARTICLE 41 PELL GRANT AND OTHER FINANCIAL ASSISTANCE**

The Training Vendor shall first access PELL and other federal, state, and local financial assistance prior to accessing ITA funds under this Agreement as specified in Section V of Exhibit A, Statement of Work.

#### **ARTICLE 42 GRIEVANCE PROCEDURES**

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

#### **ARTICLE 43 LIMITED ENGLISH PROFICIENCY (“LEP”)**

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

#### **ARTICLE 44 ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING**

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

**ARTICLE 45  
PUBLIC ANNOUNCEMENTS AND ADVERTISING**

In accordance with Public Law 101-166, section 511, Steven's Amendment; as renewed in the Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div H, Title V, section 505 and Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, and Continuing Appropriations Act, 2019, Pub. L. No. 115-245, div. B, tit. V, section 505, 132 Stat. 2981 (Sept. 28, 2018): when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project or programs funded in whole or in part with federal money, the Training Vendor shall clearly state (1) the percentage of the total cost of the program or project that will be financed with federal money, and (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**ARTICLE 46  
RETURN OF FUNDS**

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

**ARTICLE 47  
PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

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

**ARTICLE 48  
UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS  
FOR FEDERAL AWARDS**

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

**ARTICLE 49  
ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WIOA ADMINISTRATIVE RULES, COSTS  
AND LIMITATIONS**

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

**ARTICLE 50  
UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH  
INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT  
ORGANIZATIONS**

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

Contracts for construction or facility improvements must require the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the contract or sub-contract exceeds \$100,000.00.



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

**ARTICLE 51  
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 3, 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 5.**

**ARTICLE 52  
TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

The Training Vendor shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The full text of **2 CFR 175.15, Award Term**, is provided as **Attachment 4.**

**ARTICLE 53  
LOBBYING - FLORIDA STATUTE**

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

**ARTICLE 54  
BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. §1352)**

Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification as described in this section. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. The Training Vendor shall provide, prior to the execution of this Contract, a completed **Assurances and Certifications, Exhibit C**, inclusive of the certification required in this section.

**ARTICLE 55  
DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 and 12689)**

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

**ARTICLE 56  
GOVERNMENT-WIDE REQUIREMENT FOR DRUG-FREE WORKPLACE**

The Training Vendor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94. The Training Vendor shall provide, prior to the execution of this Contract, a completed **Assurances and Certifications, Exhibit C**, inclusive of the certification required in this section.

**ARTICLE 57  
CIVIL RIGHTS REQUIREMENTS**

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida

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

**ARTICLE 58**  
**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

As a condition to the award of financial assistance from the Department of Health and Human Services, the Department of Labor under Title I of WIOA, and the Personal Responsibility and Work Opportunity Reconciliation act of 1996 (“PRWORA”), the Training Vendor assures that it has the ability to comply fully with the non- discrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, 42 U.S.C 2000d et. seq. which prohibits discrimination on the bases of race, color, and national origin, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Training Vendor receives federal financial assistance;
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, 29 U.S.C. 794, which prohibits discrimination against qualified individuals with disabilities, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F. R., Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Training Vendor receives federal financial assistance;
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, 42 U.S.C. 6101, which prohibits discrimination on the basis of age, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R., Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any education program or activity for which the Training Vendor receives federal financial assistance;
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, 20 U.S.C. 1681 et. seq., which prohibits discrimination on the basis of sex in educational programs, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R., Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Training Vendor receives federal financial assistance;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition,

political affiliation or beliefs;

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

The Training Vendor also assures that Training Vendor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Training Vendor’s operation of the WIOA Title I and TANF – financially assisted program or activity.

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

#### **ARTICLE 59**

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

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

#### **ARTICLE 60**

#### **SARBANES-OXLEY ACT OF 2002**

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

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

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

**ARTICLE 61**  
**ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW ("ACORN")**  
**FUNDING RESTRICTIONS ASSURANCE**

As a condition of the Contract, the Training Vendor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117. The Training Vendor shall provide, prior to the execution of this Contract, a completed **Assurances and Certifications, Exhibit C**, inclusive of the assurance required by this section.

**ARTICLE 62**  
**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 Training Vendor shall provide a completed **Assurances and Certifications, Exhibit C**, certifying the Training Vendor's compliance with this section.

**ARTICLE 63**  
**DISCRIMINATORY VENDORS**

The Training Vendor shall disclose to the SFWIB if the Training Vendor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes maynot:

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

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

**ARTICLE 64**  
**CLEAN AIR ACT (42 U.S.C. §7401 et seq.) AND FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. §1251 et seq.), AS AMENDED**

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

**ARTICLE 65**  
**CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT**

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

**Regarding the Florida Clean Indoor Air Act.**

**ARTICLE 66  
ENVIRONMENTAL TOBACCO SMOKE**

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

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

**ARTICLE 67  
EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS**

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

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

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

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

**ARTICLE 68  
CHARITABLE CHOICE (45 CFR §260.34)**

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

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

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

**ARTICLE 69  
VETERAN'S PRIORITY PROVISIONS**

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), P.L. 107-288. The JVA provides priority of services to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. To obtain

priority service, a person must meet the program's eligibility requirements. 20 CFR Part 1010 provides general guidance on the scope of the veteran's priority statute.

**ARTICLE 70  
COMPLIANCE WITH ENERGY EFFICIENCY PROVISION**

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

**ARTICLE 71  
COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE  
RESOURCE CONSERVATION AND RECOVERY ACT FOR THE PROCUREMENT OF RECOVERED  
MATERIALS**

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

**ARTICLE 72  
ASSURANCES – NON-CONSTRUCTION PROGRAMS**

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

**ARTICLE 73  
INTERGOVERNMENTAL PERSONNEL ACT**

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

**ARTICLE 74  
COMPLIANCE WITH THE HATCH ACT**

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

**ARTICLE 75  
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. If applicable, the Training Vendor shall provide a completed **Assurances Non-Construction Programs, Exhibit D.**

**ARTICLE 76  
COPELAND ANTI-KICKBACK ACT**

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

**ARTICLE 77  
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

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

**ARTICLE 78  
WHISTLEBLOWER'S ACT**

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

**ARTICLE 79  
SURVIVAL**

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

**ARTICLE 80  
JOINT PREPARATION**

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

**ARTICLE 81  
COMPLIANCE WITH FEDERAL FAIR LABOR STANDARDS ACT**

The Contractor shall comply with the federal Fair Labor Standards Act (FLSA), 29 U.S.C. §§ 201, *et. seq.*

**ARTICLE 82  
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 E, Annual Certification** attached hereto and incorporated herein by reference.

**ARTICLE 83  
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.

Contractor's compliance with this article is stayed pending resolution of all lawsuits in the courts of the United States which extend jurisdiction over the application of this Executive Order on the Contractor. Upon the resolution of all such lawsuits, the Contractor agrees to abide by the then-applicable sections of the Executive Order, or as otherwise determined by the courts., so long as the requirements do not run contrary to State Law, State Executive Order, or any order issued by a court of competent jurisdiction.

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**SIGNATORY FORM**

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

AUTHORIZED SIGNATURES FOR: **The District Board of Trustees of Miami Dade College, FL**  
AGREEMENT NUMBER: **WS-CTVA-PY'22-04-00**  
CFDA NUMBER: **WIOA Youth: 17.259**

(For Use Only When the Training Vendor Is a Government Entity)

1a.	<u>Malou C Harrison</u> <small>Malou C Harrison (Jun 2, 2023 11:12 EDT)</small>	1b.	_____
			Signature of President or Vice-President
	<u>May 31, 2023</u>		_____
	Date		Date
2a.	<u>Malou C. Harrison, Ph.D</u>	2b.	_____
			Typed Name of President or Vice-President
3a.	<u>Executive Vice-President and Provost</u>	3b.	_____
			Full Title of President or Vice-President
4a.	<u>L. Drosdowech</u>	4b.	_____
	Signature of Person Attesting Signature that Appears on Line 1a		Signature of Person Attesting Signature that Appears on Line 1b

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

BY: Rick Beasley \_\_\_\_\_ 6/8/23 \_\_\_\_\_  
Rick Beasley, Executive Director Date  
South Florida Workforce Investment Board

**STATEMENT OF WORK  
FUTURE BANKERS' TRAINING PROGRAM  
THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA  
CENTER FOR FINANCIAL TRAINING SOUTHEASTERN  
JULY 3, 2023-JULY 28, 2023**

This **Statement of Work** articulates the conditions under which the District Board of Trustees of Miami Dade College, Florida (hereinafter "MDC" or "Training Vendor") through the Center for Financial Training Southeastern (CFT) shall provide the South Florida Workforce Investment Board (hereinafter "SFWIB") training cohort services.

**I. INTRODUCTION**

- A.** MDC through the CFT shall implement activities to deliver instruction dealing with financial career pathways through a program entitled the **Future Bankers' Training Program**.
- B.** The purpose of the Future Bankers' Training Program is to offer minority senior high school students, enrolled in the eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) grades, from low-income areas, the opportunity to explore careers in the financial services industry.
- C.** The Future Bankers' Training Program will target and prepare **fifty (50)** eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) grade senior high school students from Miami-Dade County Public Schools (MDCPS) senior high schools' Academy of Finance (AOF) to successfully complete additional educational activities, certification and practical experience in financial services, supported by the SFWIB funding. Also, with in-kind funding, additional students will participate in the Future Banker's Training Program with dollars not supported by the SFWIB.
- D.** The Future Bankers' Training Program has three main components:
  - 1. Course of classroom study conducted virtually/remotely;
  - 2. On-site/virtual training and internship experience; and
  - 3. Nationally recognized industry certification.

**II. CERTIFICATION**

Students successfully completing the intensive coursework are awarded with a nationally recognized industry credential, the American Bankers' Association (ABA) Bank Teller and Customer Service Representative Certificates. Students who successfully complete the classroom activities of the program will be placed in a summer internship activity.

**III. TRAINING SCHEDULE**

- A.** The Future Bankers Training Program training is scheduled to begin no earlier than **July 3, 2023** and end no later than **July 28, 2023**. Classes will be offered Monday through Friday, with day hours from 8:00 a.m. to 5:00 p.m.
- B.** The Future Bankers Training Program up to **fifty (50) students per cohort** for four (4) weeks.

**IV. PROGRAM OFFERINGS**

The underlining premise of the Future Bankers' Training Program is to prepare students for the workplace or higher education. In preparing for the workplace, it requires students to be trained to meet the needs of employers, which call for a working relationship between MDC/CFT, MDCPS' seventeen (17) **Miami-Dade County Public Schools Academy of Finance High Schools** listed below, Cuban American National Council, Inc. (CNC), the SFWIB and local banking employers.

**Miami-Dade County Public School Academy of Finance High Schools:**

1. Barbara Goleman Senior High
2. Booker T. Washington Senior High
3. Coral Gables Senior High
4. Coral Reef Senior High
5. Dr. Michael M. Krop Senior High
6. Hialeah Gardens Senior High
7. Mater Academy East Charter High
8. Miami Central Senior High
9. Miami Edison Senior High
10. Miami Jackson Senior High
11. Miami Killian Senior High
12. Miami Sunset Senior High
13. North Miami Senior High
14. North Miami Beach Senior High
15. South Dade Senior High
16. Southwest Miami Senior High
17. William H. Turner Technical Arts

The Future Bankers' Training Program will align with the above schools to provide an enhanced curriculum that will include creating a school-to-work program that is a combination of education and training; implementing a curriculum that meets departmental academy requirements, and providing a learning environment to meet the needs of the workplace to include an internship component.

**V. PROGRAM ENROLLMENT**

Participants referred to the Training Vendor by the SFWIB or the SFWIB's authorized representative (CNC) may enroll only in the approved training cohort program. The Training Vendor shall not enroll any participant in the training cohort program without sufficient referral evidence (i.e. a voucher from the SFWIB Youth Services Provider (CNC)).

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

The use of unlawful compensation to the participant in return for attending a Training Vendor's institution is specifically prohibited and Training Vendors implicated in such unlawful compensation will be removed from the SFWIB list of approved Training Vendors. Unlawful compensation does not include student financial assistance programs.

Students enrolled in the Future Bankers' Training Program must meet the criteria outlined below:

1. Attend AOF senior high schools.
2. Be enrolled in the eleventh (11<sup>th</sup>) or twelfth (12<sup>th</sup>) grade.
3. Interested in Financial Services careers.
4. Referred to CNC for Workforce Innovation and Opportunity Act (WIOA) eligibility.
5. Meet eligibility requirements under the WIOA:
  - Submit all required WIOA documentation;
  - Be between the ages of 16 through 19;
  - Meet family and income eligibility standards;
  - Be in compliance with the Selective Service Act (only relevant for males 18–24);
  - Be a citizen of the U.S. or an eligible non-citizen who is authorized by the immigration and Naturalization Service; and
  - Be a resident of Miami-Dade County.

**VI. MDC through CFT shall be responsible for the following, but are not limited to:**

1. Accept referrals from AOF student recruitment list and students who meet low income and other barrier criteria under the WIOA.
2. Coordinate an orientation session with the students about the Future Bankers' Training Program.
3. Maintain ongoing communication with AOF and CNC regarding youth attendance records, evaluations, activities and training sessions conducted and outcomes.
4. Participate in a worksite orientation session with AOF and CNC.
5. Provide classroom instruction virtually/remotely and distribute Financial Services Industry information.
6. Provide internship opportunities:
  - Training stipends for fifty (50) students shall be paid by Miami Dade College up to \$60,000.
7. Align the AOF academy curriculum with training provided by MDC/CFT.
8. Youth attaining program outcomes and reporting the outcomes to AOF and CNC.
9. Ensure all students perform the following, but are not limited to:
  - Begin the Future Bankers' Training Program while in their junior or senior school year.
  - Conduct themselves in a professional and ethical manner at all times.
  - Participate in an internship component.
  - Complete a background screening check for the internship component (if applicable).
  - Complete the training program.
  - Attain a nationally recognized industry certificate as a Bank Teller and Customer Service Representative.

**VII. MDC through CFT shall compose and execute a Memorandum of Understanding (MOU) with the below agencies to include the responsibilities listed, but are not limited to:**

- A. Cuban American National Council, Inc. (CNC)** shall be responsible for the following, but are not limited to:

- WIOA eligibility determination and verification.
- Complete the intake and enrollment process for up to fifty (50) students.
- Complete all necessary WIOA eligibility documents.
- Perform all WIOA program requirements.
- Maintain documentation in participants files.
- Participant and case management.
- Program service delivery.
- Prepare and submit programmatic reports SFWIB Youth Programs.
- Enter data in the Employ Miami-Dade (EMD) Management Information System.
- Meet with worksite supervisors bi-weekly to discuss youth performance, progress and collect time sheets for determination of attendance during internship activities.
- Collect and maintain information on the work hours for each youth.
- Inspect and monitor worksites, worksite evaluations, payroll functions, supervisor and participant interviews.
- Enforce the Occupational Safety and Health Administration Act (OSHA).
- Obtain approval from the SFWIB, complete/maintain all worksite documentation, and maintain a case file for each participant from enrollment to follow-up twelve (12) months after program exit.
- Submit all reports as set forth in **Section IX, Performance Requirements**, and any other reports and information as requested by the SFWIB.

**B. Miami-Dade County Public Schools' AOF Senior High Schools** who shall be responsible for the following, but are not limited to:

- Recruit, screen and select applicants/students for the program.
- Refer applicants to CNC for WIOA eligibility determination.
- Monitor students to include securing grades and ensuring compliance with program to include exhibiting good behavior, attending school and classes regularly, and participating in program activities.
- Develop intervention plans as necessary to support the students continued progress and success in school and in the Future Bankers' Training Program.
- Provide quarterly reports to CNC indicating student's grades, attendance and discipline records to CNC and MDC/CFT.
- Maintain ongoing communication with CNC regarding program implementation and maintenance through quarterly reports, which will indicate student grades, academic status, attendance records, conduct reports, specific recognition activities and training sessions conducted and outcomes.
- Youth attaining program outcomes and reporting the outcomes to CNC.

**VIII. QUALITY OF TRAINING**

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

1. Equipment and assets shall always be maintained.

**Exhibit A**

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

**IX. PERFORMANCE REQUIREMENTS**

A collaborative partnership will be formed by MDC/CFT Future Bankers’ Training Program, MDCPS, and CNC, and the students’ parents to promote the attainment of the program goals set forth below:

- Ninety-five percent (95%) training completion rate;
- One-hundred percent (100%) credential attainment rate; and
- One-hundred percent (100%) internship rate.

**A. Training Completion Rate**

This measure is defined as the percentage of participants that successfully completed the training.

**B. Credential Attainment Rate:**

This measure is defined as the percentage of participants who attained a recognized credential after completion of the program.

**C. Internship Rate:**

This measure is defined as the percentage of participants who participated in an internship program while enrolled in the program.

**X. REPORTING REQUIREMENTS**

The program reporting requirements are set forth below:

<b>Report Description</b>	<b>Due Date</b>	<b>Number of Copies</b>	<b>Submit to:</b>
Program Activity Report (Attachment 1)	10 <sup>th</sup> of the month	<b>1</b> <b>(Electronic)</b>	Youth Programs/Special Projects Administrator

**XI. PAYMENT PROCESS AND INVOICING**

Invoicing for services rendered under the Agreement shall be set forth in **Exhibit B, Payment Provisions, Article II, Method of Payment and Invoicing**. The amount payable to the Training Vendor under this Agreement shall not exceed one-hundred twenty five thousand dollars **\$125,000.00**.

**PAYMENT PROVISIONS**  
**FUTURE BANKERS' TRAINING PROGRAM**  
**THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**  
**CENTER FOR FINANCIAL TRAINING SOUTHEASTERN**  
**JULY 3, 2023-JULY 28, 2023**

**I. PROGRAM COSTS**

- A.** The amount payable to the **Training Vendor** for the provision of the services provided in accordance with **Exhibit A, Statement of Work** be up to one-hundred twenty five thousand dollars (**\$125,000.00**) to deliver instruction dealing with financial career pathways through a program entitled the **Future Bankers' Training Program**. The program shall begin no earlier than **July 3, 2023** and shall end on or before **July 28, 2023**.
- B. Program costs include, but are not limited to, the following:**
1. Tuition for the Future Bankers Training Program will provide an opportunity for Miami-Dade County Public School students to explore careers in the financial services industry.
    - o The first cohort shall begin on or after **July 3, 2023** when up to fifty (50) SFWIB qualified eligible participants are identified per cohort. Only participants that are Workforce Innovation and Opportunity Act (WIOA) approved by the SFWIB for these program trainings can be submitted for payment.
    - o If the mandated number of fifty (50) qualified eligible students are not enrolled by the start date of the cohort or within the first two (2) days, the class shall be paid at a rate of \$2,500 cost per participant.
  2. Assessment and testing materials
  3. Curriculum
  4. Instructional software
  5. Paid tuition stipend by Miami Dade College up to \$60,000.
  6. Text book and class material
  7. Program coordination and administration
  8. Administration and supervision
  9. Maintain time and attendance of trainees
  10. Classroom and laboratory
  11. Recognized Certificate of Completion/Future Bankers Program

**II. METHOD OF PAYMENT AND INVOICING**

- A.** The SFWIB agrees to compensate the Training Vendor for the costs associated with the provision of the services provided in accordance with the terms of the **Statement of Work, Exhibit A**.
- B.** Upon receipt of a completed itemized original signed invoice package, the Training Vendor shall receive payment of up to one-hundred twenty five thousand dollars (**\$125,000.00**) for the cohort set forth herein when the conditions are met as defined in **Article II, Section C-Request for Payment** below, after the following conditions are met:

## EXHIBIT B

1. Completion of Reconciliation in Workforce Management System (WFMS) indicating outcomes (i.e. completed/not completed).
  2. The enrollment numbers are met at the cost per rate as set forth in **Article I, Section B-1** above.
- C. Requests for Payment. To receive payment the Training Vendor shall forward to the SFWIB an itemized original signed invoice package for the payment being requested, this invoice package shall include the documents as described below:
1. An original signed WFMS invoice per cohort session listing the full names of all participants, issued date of the voucher, and the voucher number of each participating in the cohort session of the program.
  2. The certificate of completions for all the participants that completed the program. A statement letterhead indicating the participants who did not complete the program with their drop date.
- D. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall make payment to the Training Vendor via Electronic Fund Transfer. The Contractor shall complete an **Authorization Agreement for Direct Deposits (ACH Credits)**.
- E. This payment represents an all-inclusive fee. No other payments by the SFWIB to the Training Vendor for any goods or services of any kind whatsoever, including, but not limited to, charges or expenses for travel, copying, courier, postage, or personal expenses, shall be made and the Training Vendor shall be solely responsible for any such goods or services, charges or expenses, incurred by the Training Vendor.
- F. Failure to submit an original signed invoice with the required supporting documentation for each cohort stipulated in the Agreement shall be considered a breach of this Agreement.
- G. Payments shall be made and vouchers shall be issued according to the cost per rate of the enrollment numbers to start the program based on the provisions of the contract. Payments shall be made once the training has been completed and the Training Vendor has reconciled and reported the results including completions and certifications, prior to invoicing.
- H. Processing the Request for Payment. The Parties agree that the processing of a payment request by the Training Vendor shall be completed within fifteen (15) business days or less after receipt of the request by the SFWIB if the required invoice package and required supporting documentation are complete, satisfactory, and have been approved by the SFWIB. It is solely the responsibility of the Training Vendor to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the SFWIB.

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