

August 28, 2023

Ms. Leslie W. Langbein
President
Langbein & Langbein, P.A.
8004 NW 154th Street, PMB 353
Miami Lakes, FL 33016

SUBJECT: Licensed Dispute Resolution Expert (Mediator or Arbitrator) Professional Services Agreement PY' 23-24

Dear Ms. Langbein:

Attached please find the **Licensed Dispute Resolution Expert (Mediator or Arbitrator) Professional Services Agreement** between the **South Florida Workforce Investment Board (SFWIB)** and **Langbein & Langbein, P.A.** to serve as a Hearing Officer during **PY'23-24**.

Please sign and date the Agreement and return a scanned copy to the attention of Kimberly Lowery, Contracts Officer.

Once the Agreement is executed, we will return the executed scanned original to you. Should you have any questions, please contact Ms. Lowery at (305) 929-1581.

Sincerely,



Yian Perrin
Assistant Director, Administration
South Florida Workforce Investment Board
d/b/a CareerSource South Florida

Attachments

Pc: Renee Bennett, Assistant Controller, SFWIB/CSSF
Robert Smith, Special Projects Administrator II, SFWIB/CSSF
Central File, SFWIB/CSSF

info@careersourcesfl.com

7300 Corporate Center Drive, Suite 500
Miami, Florida 33126

p: 305-594-7615 | f: 305-470-5629

PROFESSIONAL SERVICES AGREEMENT
Index Code 82388

THIS PROFESSIONAL SERVICES 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**” or “**CSSF**”) and **Langbein & Langbein, P.A.** (hereinafter the “**Contractor**”) individually referred to as the “**Party**” or collectively referred to as the “**Parties.**”

WITNESSETH:

WHEREAS, the SFWIB provides workforce development services in Workforce Area 23 of the State of Florida, which is comprised of Miami-Dade and Monroe Counties;

WHEREAS, the SFWIB requires the services of a qualified contractor in the business of providing licensed dispute resolution expert (mediator or arbitrator) services to act as the Hearing Officer for the SFWIB adjudicating a single or multiple formal grievances filed by a workforce customer(s), and

WHEREAS, the Contractor is qualified and experienced to provide such licensed dispute resolution expert (mediator or arbitrator) services and is duly authorized to operate in the state of Florida.

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1
EFFECTIVE TERM

This Agreement shall commence upon **July 1, 2023**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2024**, unless earlier terminated as provided below.

The SFWIB may, in the SFWIB’s sole discretion, renew this Agreement for up to two (2) additional one (1) year periods contingent upon satisfactory performance and availability of funding to the SFWIB and upon such terms and conditions as both Parties agree to in writing.

ARTICLE 2
STATEMENT OF WORK

The Contractor shall perform all of the work set forth in **Exhibit A, Statement of Work** attached hereto and incorporated herein by reference. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

ARTICLE 3
COMPENSATION

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with **Exhibit A, Statement of Work**. Maximum payment shall not exceed **\$10,000.00** dollars in accordance with **Exhibit B, Payment Provisions**, attached hereto and incorporated herein.

ARTICLE 4
PRIOR AGREEMENTS

4.1 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 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 that are incorporated into this Agreement:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Attachment	1	CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy
Attachment	2	Trafficking Victims Protection Act of 2000
Attachment	3	Assurances and Certifications
Attachment	4	Certification Regarding Environmental Tobacco Smoke
Attachment	5	Assurances-Non-Construction Programs
Attachment	6	Code of Business Ethics Affidavit
Attachment	7	Certification Regarding the Florida Clean Indoor Air Act
Attachment	8	Confidentiality Agreement
Attachment	9	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	10	Disclosure and Certification of Conflict of Interest in a Contract
Exhibit	A	Statement of Work
Exhibit	B	Payment Provisions
Exhibit	C	Annual Certification

- 4.2 The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof.

ARTICLE 5 CONDITIONS PRECEDENT

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

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

ARTICLE 6 INSURANCE

- 6.1 The Contractor shall maintain the required insurance as specified below, and shall provide to the SFWIB, proof of such insurance in compliance with the timelines identified in Section 6.2b below. The SFWIB shall not disburse any funds until the SFWIB is provided with the necessary certificate(s) of insurance, the SFWIB has approved such document(s), and executed the Contract. Such insurance policies shall be in the amounts indicated below:

a. Commercial General Liability Insurance:

- i. Contractor shall secure occurrence-based commercial general liability ("CGL") insurance provided by a

policy with coverage at least as broad as an unendorsed ISO CG 00 01 12 04 form, including, but not limited to, coverage for premises, operations and products/completed operations. Contractor shall ensure that the limits are at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. Commercial umbrella or excess liability insurance on a follow-form basis may be used to satisfy the required liability limits if the primary limits are insufficient.

- ii. Contractor shall ensure that the SFWIB and its directors, officers, employees and agents, are covered as additional insureds without limitation for the CGL policy. Contractor shall provide primary coverage for additional insureds. Contractor shall ensure that coverage other than CGL insurance available to the SFWIB is in excess of Contractor's coverage. Such coverage cannot be called upon to contribute to defense or settlement of claims until Contractor's coverage has been exhausted by defense or settlement of claims arising out of or related to Contractor's performance of the Contract.

b. Automobile Liability Insurance:

- i. For all vehicles including, but not limited to, all owned, non-owned, leased and hired automobiles by the Contractor, which are utilized in connection with the services provided under the Contract, auto liability insurance is required. The endorsement of PIP must be added.
- ii. Non-owners auto liability insurance is required if any personal vehicles are utilized by employees for use in connection with the services provided under the Contract. Non-owners auto liability insurance is required regardless of whether or not the employee requests mileage reimbursement.

- c. Worker's Compensation Insurance: For each person employed or enrolled by the Contractor, the Contractor shall secure worker's compensation insurance, including, but not limited to, insurance for participants enrolled in occupational skills training or employability skills training programs and projects. Worker's compensation insurance shall be secured in an amount that is consistent with Chapter 440, Florida Statutes. In cases of participant work experience, the State of Florida covers worker's compensation for Florida Department of Economic Opportunity ("DEO") funded work experience programs administered pursuant to section 445.009(11), Florida Statutes. If worker's compensation insurance cannot be secured for participants, an alternative insurance approved in advance and in writing by the SFWIB must be secured.

d. Worker's Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI):

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

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

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

6.2 Submission of the Insurance to the SFWIB:

- a. The Contractor shall secure all insurance required under this Contract **prior to the provision of services under the Contract.**
- b. **All policies and Certificates of Insurance must be in the possession of the SFWIB prior to the execution of the Contract.** If the Contractor secures any of the insurance policies, which have effective dates that are after the beginning effective period of the Contract, then **the beginning effective period of the Contract shall be equal to the effective date of the latest insurance policy secured by the Contractor.**

- c. The Contractor may not incur any costs prior to the effective period of the Contract. If such costs are incurred, they are the sole responsibility of the Contractor and may not be reimbursed through any funds awarded by the SFWIB.
- d. All insurance policies secured by the Contractor must be issued by companies authorized to do business in the state of Florida, with the following qualifications:
 - i. The company must be rated not less than “A” as to management; and not less than Class “VII” as to financial strength by the latest edition of Best's Insurance Guide, published by A. M. Best Company, Inc., Oldwick, New Jersey, or its equivalent, subject to the approval of the SFWIB;
 - or**
 - ii. The company shall hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized to do Business in Florida,” issued by the state of Florida Department of Insurance and shall be members of the Florida Guaranty Fund.
- e. All certificates of insurance submitted to the SFWIB must provide the following information:
 - i. The agency/individual/position that is insured/bonded;
 - ii. The amount of the bond or insurance policy;
 - iii. The beginning effective date of the policy and the expiration date of the policy;
 - iv. A statement, which ensures that the SFWIB will be notified of any cancellation of the policy at least thirty (30) days prior to said cancellation; and
 - v. A statement naming the **SFWIB as the Loss-Payee or as an additional party insured with respect to each of the coverages required by this Contract** set forth in sections 1-a and 1-b above.

- 6.3 If an insurance policy is cancelled during the effective period of the Contract, the SFWIB shall withhold all payments from the Contractor until a new certificate of insurance is submitted and accepted by the SFWIB. The new insurance policy must cover the period commencing from the date of cancellation of the prior insurance policy.
- 6.4 If the Contractor fails to secure the required insurance as a result of such cancellation within ten (10) calendar days after the effective date of cancellation, the SFWIB may immediately terminate the Contract.
- 6.5 The Contractor shall notify, in writing, the SFWIB of any changes in insurance coverage, including, but not limited to, any renewals of existing insurance policies, not later than ten (10) days prior to the effective date of the changes.
- 6.6 Upon review of the Contractor’s **Statement of Work, Exhibit A**, the SFWIB may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Contractor to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by the SFWIB prior to any such decrease, waiver or modification.

The SFWIB may require the Contractor to furnish additional or different insurance coverage, or both, as may be required from time to time pursuant to applicable law. Provision of insurance by the Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the SFWIB may have against the Contractor for any liability of any nature or of any kind related to performance under this Contract or otherwise.

ARTICLE 7 ASSURANCE OF COMPLIANCE

The Contractor assures that it is currently in compliance with, and shall maintain and ensure its compliance, as applicable, with federal, state, 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 Agreement.

ARTICLE 8 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.1 Pursuant to Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, the Contractor shall:
- 8.1.1 Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and
 - 8.1.2 Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- 8.2 **E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required E-Verify Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify.
- 8.3 The Department of Homeland Security's E-Verify system can be found at:
http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- 8.4 If the Contractor does not have an E-Verify MOU in effect, the Contractor must **enroll in the E-Verify system prior to hiring any new employee** after the effective date of this Contract.

ARTICLE 9 IMMIGRATION REFORM AND CONTROL ACT

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

ARTICLE 10 CONFLICTS AND CODES OF CONDUCT

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

The Contractor shall comply with the Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. The Contractor shall set and/or adopt standards of conduct which describe obligations under Section 2-11.1 et al. and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor. The Contractor shall submit a **Code of Business Ethics Affidavit, Attachment 6**, attached hereto and incorporated herein by reference as if fully set forth herein stating the Contractor has adopted a Code that complies with the requirements of Sec. 2-8.1 of the Code of Miami-Dade County.

ARTICLE 11 GRATUITIES

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

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

grandmother, grandson, granddaughter and domestic partner.

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

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

ARTICLE 12 ASSIGNMENT AND SUBCONTRACTING

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

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

ARTICLE 13 APPLICABLE LAW AND VENUE

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

ARTICLE 14 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

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

ARTICLE 15 TERMINATION

15.1 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 16, Breach of Contract**. In the event of termination of this Contract for cause, any payments to the Contractor shall be determined based upon the provisions of **Article 17-Breach of Contract: SFWIB Remedies**. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. If SFWIB terminates the Contract for default, the Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.

15.2 Termination for Circumstances Beyond the Contractor's Control. Either Party may terminate this Agreement for circumstances beyond the Contractor's control including, but not limited to, labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the Parties. In the event of termination of this Contract under this provision, neither Party will be responsible for failure nor delay in performance of this Contract. Such failure or delay in performance will not result in any additional charge or costs, under this Contract, to either Party. The Party seeking termination of the Contract under this provision shall provide prompt notice of termination to the other Party. In no event shall notice be provided later than thirty (30) days after the occurrence triggering termination.

- 15.3 Termination without Cause. The SFWIB may terminate this Contract without cause by providing thirty (30) days' prior written notice to the Contractor. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges, lost profits, indirect costs, or consequential damages incurred as a result of said termination.
- 15.4 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 Contractor. Said notice must be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and may not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract due to the lack of funds, the SFWIB shall compensate the Contractor for any work completed in accordance with the terms of the Contract prior to the date of the notification of termination. The Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits as a result of a termination due to the lack of funds.

ARTICLE 16 BREACH OF CONTRACT

- 16.1. If the Contractor fails to comply, in whole or in part, with any provision of the Contract, such failure constitutes a breach of the Contract. A non-exhaustive list of breaches of this Contract is as follows:
- 16.1.1 The Contractor fails, in whole or in part, to provide the goods or services set forth in the solicitation, **Statement of Work, Exhibit A**, or other attachments or exhibits;
 - 16.1.2 The Contractor refuses to allow the SFWIB full access to records;
 - 16.1.3 The Contractor attempts to meet the Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement;
 - 16.1.4 The Contractor fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the SFWIB or any of its agencies or instrumentalities;
 - 16.1.5 The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Agreement; and
 - 16.1.6 The Contractor fails to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws, which include, but are not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Contract or any other contractual agreement the Contractor has with the SFWIB.
- 16.2. Waiver of breach of any provisions of this Contract by the SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of this Contract.

ARTICLE 17 BREACH OF CONTRACT: SFWIB'S REMEDIES

- 17.1 If the Contractor breaches this Contract, the SFWIB may pursue any or all of the following remedies:
- 17.1.1. The SFWIB may terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, the Contractor shall, upon the SFWIB's request: (a) return all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Contractor with the SFWIB's funds under this Contract; (b) reimburse any funds the SFWIB awarded to the Contractor, which were not lawfully expended, under this Contract; and

(c) terminate or cancel any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such termination, in addition to the SFWIB's attorneys' fees and costs;

- 17.1.2. The SFWIB may suspend payment, in whole or in part, under this Contract by providing written notice to the Contractor of such suspension and specifying the effective date thereof. All payments to the Contractor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Contractor shall immediately cease to provide services pursuant to this Contract. If payments are suspended, the SFWIB shall specify in writing the actions that shall be taken by the Contractor as a condition precedent to resumption of payments and shall specify a date for compliance. The SFWIB may also suspend any payments, in whole or in part, under any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such suspension, in addition to the SFWIB's attorneys' fees;
- 17.1.3. The SFWIB may seek enforcement of this Contract by any action at law or equity available to the SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the SFWIB's attorneys' fees and costs through final resolution of the matter including appeal;
- 17.1.4. If, for any reason, the Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB may, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In such case, the SFWIB may terminate or cancel any other contracts the Contractor has with the SFWIB. The Contractor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to the SFWIB's attorneys' fees. Any contractor who attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement may be debarred from the SFWIB contracting for a period not to exceed five (5) years; or
- 17.1.5. Any other remedy available at law or equity or administratively.

ARTICLE 18 NOTICES

It is understood and agreed between the Parties that written notice shall be mailed or delivered to the addresses set forth below and same shall be effective upon mailing or hand delivery. The Parties designate the following:

For South Florida Workforce Investment Board:

Rick Beasley
Executive Director
South Florida Workforce Investment Board
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

For Langbein & Langbein, Inc.

Leslie W. Langbein, Esq.
President
8004 NW 154th Street, PMB 353
Miami Lakes, FL 33016

ARTICLE 19 FLORIDA PUBLIC RECORDS LAW

19.1 Florida Public Records Law

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

19.1.2 Pursuant to section 119.0701, Florida Statutes, the Contractor shall:

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

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

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

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

19.1.5 In the event the Contractor does not comply with the public records requirements set forth in section 119.0701, Florida Statutes and this **Article 19** of this Agreement, the SFWIB shall avail itself of the

remedies set forth in **Article 15-Termination, Article 16-Breach of Contract, and Article 17-Breach of Contract: SFWIB's Remedies of this Agreement.**

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

19.2 Confidentiality of Records

19.2.1 The Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information, 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.

19.2.2 All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. . The Contractor shall abide by all applicable federal, state and local laws and regulations regarding confidential information, including personally identifiable information (PII) from educational records, as identified in, but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38. The Contractor shall provide, prior to the execution of this Contract, a completed **Confidentiality Agreement, Attachment 8.**

19.2.3 The Contractor shall handle confidential investment, financial, accounting, and statistical information pertaining to the SFWIB, the State of Florida, or the SFWIB's staff members. The Contractor shall, except to the extent otherwise required by law or as requested by the SFWIB, keep confidential any and all information obtained during the course of this Agreement.

19.2.4 The Contractor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing Contractor's duties under this Contract, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 9**, attached hereto and incorporated by reference as if fully set forth herein prior to permitting those individuals to perform any work under or relating to this Contract.

19.2.5 All completed forms shall be retained as required herein in accordance with **Article 20, Audit, Inspection, Access, and Retention of Records** of this Contract. The Contractor shall maintain the completed confidentiality forms in each employee's personnel file **and forward copies to the SFWIB's IT Department upon requesting access to State and/or Local System(s).**

19.2.6

ARTICLE 20 AUDIT, INSPECTION, ACCESS, AND RETENTION OF RECORDS

- 20.1 The Contractor shall permit the SFWIB or the SFWIB's designees, the State of Florida and the federal government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy or transcribe the Contractor's books, records, and accounts that are related to this Agreement. The Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement where applicable, and includes, but shall not be limited to:
- 20.1.1 Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- 20.1.2 In the event that the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in connection with this Agreement, unless the records are exempt from S.24 (a) of Article I of the Florida Constitution and Chapter 119, Florida Statutes, the SFWIB may immediately terminate this Agreement or any renewal thereof.
- 20.2 The Contractor shall preserve and make available, at reasonable times for examination and audit by the SFWIB or the SFWIB's designees, the State of Florida and the federal government or any other duly authorized agent of a governmental agency, all financial records, supporting documents, statistical records, and any other documents (including storage media) pertinent to this Agreement for the required retention period of the Florida Public Records Law (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Law is not applicable, for a minimum period of **five (5)** years after termination of this Agreement or any renewal. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or **five (5)** years, whichever is later, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Law is determined by the SFWIB or any court of competent jurisdiction to be applicable to the Contractor's records, the Contractor shall comply with all requirements thereof; however, the Contractor shall not violate confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the SFWIB's disallowance and recovery of any payment based upon such entry.

ARTICLE 21
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- 21.1 As a condition for the award of financial assistance from the Department of Labor under Title I of WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
- 21.1.1 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;
- 21.1.2 Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
- 21.1.3 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
- 21.1.4 Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
- 21.1.5 The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;

- 21.1.6 Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
 - 21.1.7 Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (c) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
 - 21.1.8 Executive Order (“EO”) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
 - 21.1.9 Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
 - 21.1.10 Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.
- 21.2 The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, including the assurances required by this section, prior to the execution of this Agreement.

**ARTICLE 22
THIRD PARTY BENEFICIARIES**

Neither of the Parties intend to directly or indirectly benefit any third party by entering into this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert any claim against either of the Parties hereto based upon this Agreement.

**ARTICLE 23
MATERIALITY**

The SFWIB and the Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

**ARTICLE 24
CONTINGENCY FEE**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If the Contractor breaches this provision, the SFWIB may terminate this Agreement immediately without

liability, at its discretion, or deduct from the cost of this Agreement or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 25
COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing the Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**ARTICLE 26
SEVERABILITY**

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

**ARTICLE 27
JOINT PREPARATION**

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

**ARTICLE 28
PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto or documents or events or incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in **Articles 1** through **67** of this Agreement shall prevail and be given effect.

**ARTICLE 29
AMENDMENTS**

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

**ARTICLE 30
AUTONOMY**

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

**ARTICLE 31
INDEMNIFICATION**

31.1 The Contractor shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Contractor or the Contractor's officers,

employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Contractor's behalf under this Contract, including but not limited to DEO staff. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

- 31.2 Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this Agreement.

ARTICLE 32 COPYRIGHT, PATENTS, RIGHT TO DATA

- 32.1 Except for the Contractor's own internal use, the Contractor shall not publish or reproduce any data or information, in whole or in part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this Contract, nor shall the Contractor authorize or permit others to do so without the advanced written consent of the federal government, through the state of Florida, until such time as the federal government may have released such data or information to the public.
- 32.2 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:
- 32.2.1 Any work developed under this Contract or a resulting subcontract irrespective of whether it is copyrighted.
- 32.2.2 Any rights of copyright to which Contractor or subcontractor purchases ownership with funds provided for under this Contract.
- 32.3 In the event the Contractor is granted written approval from the SFWIB to utilize subcontractors to perform any services required by this Contract, the Contractor shall prohibit such subcontractors, by written contract, from violating any of the terms of this **Article 32**.

ARTICLE 33 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 34 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, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy, which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities (2 CFR § 215.36).

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

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

ARTICLE 35 PUBLIC ANNOUNCEMENTS AND ADVERTISING

The Contractor shall not produce, publish for public consumption or distribute any publicity or information about Contractor’s programs or program participants without prior review and written approval by the SFWIB.

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

ARTICLE 36 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

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

ARTICLE 37 GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

The Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, inclusive of the certification required in this section, prior to the execution of this Agreement.

ARTICLE 38 CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT

The purpose of the Florida Clean Indoor Air Act is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in Section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Florida Department of Health. The Contractor shall provide a completed **Certification Regarding the Florida Clean Indoor Air Act, Attachment 7**, inclusive of the certification required in this section, prior to the execution of this Agreement.

ARTICLE 39 ENVIRONMENTAL TOBACCO SMOKE

In accordance with Part C of P.L. 103-227, the “Pro-Children Act of 1994”, smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care,

education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Contractor shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 4**, prior to the execution of this Agreement.

**ARTICLE 40
PUBLIC ENTITY CRIMES (SECTION 287.133, FLORIDA STATUTES)**

The Contractor shall comply with the Public Entity Crimes Act (section 287.133, Florida Statutes) and the Contractor certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Contractor understands and agrees that the Contractor is required to immediately inform the SFWIB upon any change of circumstances regarding this status. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, prior to the execution of this Agreement.

**ARTICLE 41
SARBANES-OXLEY ACT 2002**

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

41.1.1 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).

41.1.2 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).

41.2 The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, inclusive of the assurance required by this section, prior to the execution of this Agreement.

**ARTICLE 42
COMPLIANCE WITH ENERGY EFFICIENCY PROVISION**

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

**ARTICLE 43
COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE
RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") FOR THE PROCUREMENT OF
RECOVERED MATERIALS**

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

**ARTICLE 44
ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING
RESTRICTIONS ASSURANCE (PUB. L. 111-117)**

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

The Contractor shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, inclusive of the assurance required by this section, prior to the execution of this Agreement.

ARTICLE 45 SCRUTINIZED COMPANIES LIST

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the SFWIB may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

ARTICLE 46 SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

Regardless of the amount of this Contract, the SFWIB may terminate this Contract at any time if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**.

ARTICLE 47 DISCRIMINATORY VENDORS

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

- 47.1.1 Submit a bid on a contract to provide any goods or services to a public entity;
- 47.1.2 Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- 47.1.3 Submit bids on leases of real property to a public entity; or
- 47.1.4 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.

47.2 The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

ARTICLE 48 INCORPORATION OF COMPLIANCE WITH SPECIFIC APPROPRIATION 2006 OF THE 2011 GENERAL APPROPRIATIONS ACT PROVISIO AND 2011 APPROPRIATIONS IMPLEMENTING BILL REQUIREMENTS BY REFERENCE

The requirements of "the Specific Appropriation 2006, and associated proviso, of the 2011 General Appropriation Act, section 445.007, Florida Statutes" set forth in **Attachment 1 (CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy)** (as modified in 2012 to comply with the Legislature's adoption of Chapter 201229, Laws of Florida) attached hereto are incorporated herein by reference and Contractor agrees

to comply with the same. The Contractor shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 10**, prior to the execution of this Agreement.

**ARTICLE 49
TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

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

**ARTICLE 50
PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

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

**ARTICLE 51
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 52
CHARITABLE CHOICE (45 CFR § 260.34)**

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

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

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

**ARTICLE 53
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 54
INTERGOVERNMENTAL PERSONNEL ACT**

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 USC §4701). The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 5**, prior to the execution of this Agreement.

**ARTICLE 55
ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INNOVATION AND
OPPORTUNITY ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS**

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

**ARTICLE 56
UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH
INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS**

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

Contracts for construction or facility improvements must require the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the contract or sub-contract exceeds \$100,000.00. (2 CFR §215.48).

**ARTICLE 57
CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33
U.S.C. 1251-1387), AS AMENDED**

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

**ARTICLE 58
BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. §1352)**

Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification as described in this section. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, prior to execution of this Agreement.

ARTICLE 59

ASSURANCES – NON-CONSTRUCTION PROGRAMS

The Contractor shall provide a completed **Assurances - Non-Construction Programs, Attachment 5**, prior to the execution of this Agreement.

ARTICLE 60 WHISTLEBLOWER'S ACT

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

ARTICLE 61 ADHERENCE TO THE TERMS AND CONDITIONS OF FORMAL SOLICITATION

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

ARTICLE 62 ASSURANCES

- 62.1 The Contractor assures that it is not currently in violation of any regulatory rules that may have an impact on the Contractor's operations.
- 62.2 The Contractor assures that it is not involved in any current litigation with Miami-Dade County or any of its agencies or instrumentalities.

ARTICLE 63 MISCELLANEOUS

The failure of a Party to enforce the provisions of this Agreement shall not be a waiver of any provision or the right of such Party thereafter to enforce each and every provision of this Agreement.

The headings of the paragraphs or sections of this Agreement are provided for convenience only and shall not be deemed to modify or otherwise affect the terms and conditions stated in each such paragraph or section of this Agreement.

ARTICLE 64 COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 5**, prior to the execution of this Agreement.

ARTICLE 65
DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

When required by federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 5**, prior to the execution of this Agreement.

ARTICLE 66
ANNUAL CERTIFICATION

If the Contract is extended as set forth in **Article I, Effective Term**, 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 C, Annual Certification** attached hereto and incorporated herein by reference.

ARTICLE 67
AUTHORITY TO EXECUTE AGREEMENT

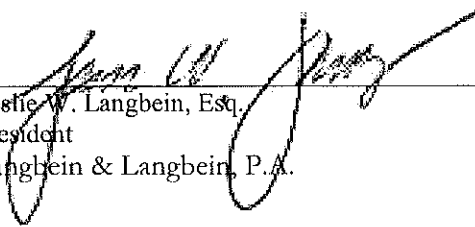
Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party’s obligations 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.

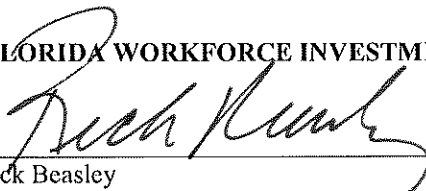
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SIGNATORY FORM

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

AUTHORIZED SIGNATURE FOR: Langbein & Langbein, P.A.
PROGRAM ENTITLED: Licensed Dispute Resolution Expert (Mediator or Arbitrator)
INDEX CODE: 82388
CFDA: WIOA AD 17.258; WIOA DW 17.278; WIOA RR: 17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peysen 17.207; Wagner Peysen Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278

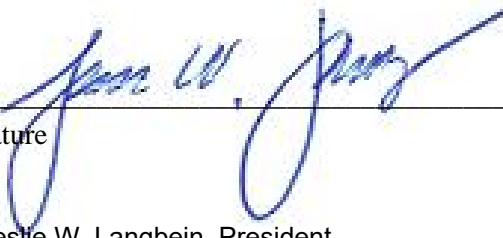
BY:  _____ 9/11/23
Leslie W. Langbein, Esq. Date
President
Langbein & Langbein, P.A.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
BY:  _____ 9/12/23
Rick Beasley Date
Executive Director
South Florida Workforce Investment Board

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or 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 either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. 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 or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



Signature

9/11/23

Date

Leslie W. Langbein, President

Name and Title of Authorized Representative

Langbein & Langbein P.A.

Name of Organization

FLORIDA CLEAN INDOOR AIR ACT

The purpose of the **Florida Clean Indoor Air Act (FCIAA)** is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in Article X, Section 20, 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 Department of Health.

FCIAA Provisions

- ❖ **Prohibition** – A person may not smoke or vape in an enclosed indoor workplace, except as specified below (s. 386.204, F.S.).

Enclosed, indoor workplace means – Any place where one or more persons engages in work, and which place is predominantly or totally bounded on all sides and above by physical barriers, regardless of whether such barriers consist of or includes, without limitation, uncovered openings; screened or otherwise partially covered openings; or open or closed windows, жалousies, doors, or the like.

The Department of Health considers enclosed indoor workplaces to include, but not be limited to, the following:

- ◆ Public and private workplaces
 - ◆ Restaurants
 - ◆ Bowling centers
 - ◆ Private country clubs
 - ◆ Hotels/motels (excluding guest rooms)
 - ◆ Beauty/barber salons
 - ◆ Libraries
 - ◆ Auditoriums/theaters
 - ◆ Nursing homes/health care facilities
 - ◆ Educational facilities (private or public)
- ❖ **Penalties** – Any person who violates s. 386.204, F.S., commits a non-criminal violation as defined in s. 775.08(3), F.S., punishable by a fine of not more than \$100 for the first violation and not more than \$500 for each subsequent violation. Jurisdiction shall be with the appropriate county court (s. 386.208, F.S.).
 - ❖ **Specific exceptions** – Smoking or vaping is permitted in the following indoor locations (s. 386.2045, F.S.):
 - ◆ Customs Smoking Room – s. 386.205, F.S.
 - ◆ Private Residence – as defined in s. 386.203(1), F.S.
 - ◆ Stand-Alone Bar – as defined in s. 386.203(12), F.S.
 - ◆ Retail Tobacco Store – as defined in s. 386.203(9), F.S.
 - ◆ Designated Smoking Guest Rooms at Public Lodging Establishments – as defined in s. 386.203(4), F.S.
 - ◆ Smoking Cessation Program, Medical or Scientific Research – s. 386.2045(6), F.S.

- ◆ Membership Association – as defined in s. 386.203(7), F.S., and provided that noncommercial activities are performed by members of the membership association.
- ◆ Retail Vape Shop - as defined in s. 386.203(16), F.S.

Key Points of the Law

❖ **Posting of signs; requiring policies –**

- ◆ The proprietor or other person in charge of an enclosed indoor workplace must develop and implement a policy regarding smoking and vaping prohibitions.

The following places are required to post signs if smoking or vaping is permitted:

- ◆ A licensed stand-alone bar (at entrance),
- ◆ A customs smoking room (airport in-transit lounge),
- ◆ A smoking cessation program where tobacco smoking or vaping is an integral part of the cessation program approved by the Department of Health, and
- ◆ Where scientific or medical research is being conducted and tobacco smoking or vaping is an integral part of the research.

❖ **Public announcement in mass transportation terminals –** Announcements that Florida is a clean indoor air state and that smoking and vaping are prohibited, except in customs smoking room in an in-transit lounge, shall be made, every 30 minutes, over public address systems in terminals of public transportation carriers located in metropolitan statistical areas with populations over 230,000. (s. 386.211, F.S.).

❖ **Smoking and vaping prohibiting near school property; penalty –** Smoking and vaping are prohibited for any person under 18 years of age in, on, or within 1,000 feet of the real property comprising a public or private elementary, middle, or secondary school. Individuals who violate the law may be subject to penalties. (s. 386.212, F.S.).

Administration & Enforcement

The Department of Health shall enforce the FCIAA in workplaces not regulated by the Department of Business and Professional Regulation.

Langbein & Langbein P.A.

Respondent

Leslie W. Langbein, President

Name and Title of Certifying Representative

Signature of Certifying Representative

9/11/23

Date

Individual Non-Disclosure and Confidentiality Certification Form

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

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

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

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

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

Employee Signature:  Date: 9/11/23

Print Employee Name: Leslie W. Langbein

Address: 8004 NW 154th Street

PMB 353

Miami Lakes, FL 33016

Work Telephone: (305) 556-3663

E-Mail: langbeinpa@bellsouth.net

**STATEMENT OF WORK
LANGBEIN & LANGBEIN, INC.
LICENSED DISPUTE RESOLUTION EXPERT (MEDIATOR OR ARBITRATOR)**

I. Introduction

The Florida Department of Economic Opportunity's (DEO) regulations mandate that complaint/grievance and hearing procedures be in place for complaints under the Welfare Transition, Workforce Innovation and Opportunity Act and/or Wagner-Peyser Programs.

Participants/customers/applicants have the right to file a complaint or grievance if they believe that they have been treated unfairly in connection with any workforce program overseen by the South Florida Workforce Investment Board ("SFWIB") d/b/a CareerSource South Florida (CSSF).

The Contractor does hereby agree to provide an unbiased assessment of the dispute and attempt to resolve the matter to the satisfaction of the SFWIB and Complainant Licensed Dispute Resolution Expert (Mediator or Arbitrator) services for the SFWIB as described below, in compliance with the conditions herein stated.

II. Services to be rendered

The Contractor shall, upon the request of the SFWIB, perform Licensed Dispute Resolution Expert (Mediator or Arbitrator) services for the SFWIB as set forth below:

- A. The Contractor shall serve as the Hearing Officer for the SFWIB and, to ensure objectivity, shall provide grievance resolution services as an independent agent.
- B. The Contractor shall adjudicate a single or multiple formal grievances filed by a workforce customer(s) in accordance with the SFWIB's **Grievance Procedures, Attachment 1A**.
- C. The Contractor shall conduct the hearings informally, and will render a written decision to the grievant and the SFWIB's Equal Opportunity Officer (EOO) within ten (10) calendar days from the date of the hearing based on the facts and evidence as presented.
- D. The Contractor shall provide the grievant with a neutral venue to present arguments and evidence.
- E. The Contractor shall have the right to dismiss the grievance if the grievant or his/her representative fails to appear for the hearing without good cause.
- F. The Contractor shall decide on the admissibility of testimony or evidence in accordance with the Florida Rules of Civil Procedures.
- G. The Contractor shall render a decision based on fact or law of the arguments and evidence presented.
- H. The Contractor shall issue a written decision to the grievant and the SFWIB's EOO within ten (10) days from the date the formal hearing is held, and not to exceed sixty (60) days from which the formal hearing request was received by the SFWIB's Customer Service Unit.
- I. The Contractor shall apply Rule 60BB-1.005, Florida Administrative Code, the SFWIB's Grievance Policies and Procedures and 20 Code of Federal Regulations section 652.9 in adjudicating the grievance.

III. Definition

The terms customer, applicant, participant, or interested party refers to the person who has sought access to any workforce program overseen by the SFWIB.

IV. Request for Services:

All services request will be made by the SFWIB on an as-needed basis.

**PAYMENT PROVISIONS
LANGBEIN & LANGBEIN, INC.
LICENSED DISPUTE RESOLUTION EXPERT (MEDIATOR OR ARBITRATOR)**

The SFWIB shall pay the Contractor upon completion of the Licensed Dispute Resolution Expert (Mediator or Arbitrator) service as set forth in **Exhibit A - Statement of Work**.

I. COMPENSATION

Upon receipt of invoices, the Contractor shall receive payments not to exceed **\$10,000.00** throughout the life of the agreement.

The hourly and daily rate amount payable per for Licensed Dispute Resolution Expert (Mediator or Arbitrator) services rendered is as follows:

Fee Per Grievance	\$750.00
Fee includes 2 hours @ \$225.00 per hour and Decision Writing Fee of \$300.00	

These payments represent an all-inclusive fee. No other payments by the SFWIB to the Contractor for any materials 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 Contractor shall be solely responsible for any such goods or expenses, incurred by the Contractor.

II. INVOICES

- A. The Contractor shall submit timely invoices to the SFWIB for services provided under this Agreement.
- B. The Contractor shall complete an **original** invoice itemizing services rendered for each payment being requested. The invoice shall include: date of service, type of service rendered and billable hours.
- C. The Contractor shall mail to the SFWIB the completed **original signed invoice** to the address set forth in **Article 19 of the Agreement** and labeled: Attention: Finance Department.
- D. The SFWIB must receive the original signed invoice(s) not later than thirty (30) calendar days following the day in which services were provided.
- E. Upon receipt of the invoice(s), after confirming the conditions set forth in **Exhibit A, Statement of Work** are met, the SFWIB shall make payment(s) to Langbein & Langbein, P.A.
- F. The parties agree that the processing of an original signed invoice submitted by the Contractor shall be completed within thirty (30) calendar days or less after receipt of the invoice by the SFWIB.
- G. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion.
- H. If the quality of work is unsatisfactory for a particular service or period of time by the Contractor, a holdback of payment for said service or period shall occur until the quality of the work is deemed satisfactory by the SFWIB.

- I. The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with the performance of service by the Contractor under this Agreement.