

**WORKFORCE SERVICES
SUBRECIPIENT CONTRACT BETWEEN THE
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
THE COLLEGE OF THE FLORIDA KEYS**

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

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

AWARDING OFFICIAL CONTACT INFORMATION
Name: Rick Beasley
Title: Executive Director
Telephone Number: (305) 929-1500
Date of Notice: September 24, 2020
R&D: No

CONTRACTOR
The College of the Florida Keys
5901 College Road
Key West, FL 33040
DUNS Number: 071291843

TITLE OF CONTRACTOR’S PROGRAM
“CareerSource center: Florida Keys”

CONTRACT AMOUNT:
\$447,876.00

INDEX CODE NUMBER:
12135

CONTRACT NUMBER:
WS-CC-PY’21-35-00

CONTRACT PERIOD:
November 1, 2021 – June 30, 2022

ARTICLE I

INTRODUCTION AND CONDITIONS PRECEDENT

A. PARTIES TO SUBRECIPIENT CONTRACT

This Subrecipient Contract (“Contract”) is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (“SFWIB”) and **The College of the Florida Keys** (the “Contractor”) (referred to individually as “Party” and collectively as the “Parties”). This Contract establishes a sub-recipient, contractual, independent contractor relationship between the SFWIB and the Contractor in which the Contractor accepts substantial financial and programmatic responsibilities for the use of federal, state, and, if applicable, local funds. It is acknowledged and agreed that all references within this Contract, including all attachments, exhibits, and documents incorporated by reference, to employees, volunteers, subcontractors or any other person, party, or affiliate of Contractor shall only apply to those that are working in and have direct and/or indirect involvement with this Contract. In consideration of the mutual obligations and covenants and other good and valuable consideration, the Parties agree as follows:

B. DEFINITIONS

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

C. EFFECTIVE TERM

This Contract shall commence upon **November 1, 2021**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2022**, unless earlier terminated as provided below.

The SFWIB may, in the SFWIB’s sole discretion, renew this Contract for one (1) additional one (1) year performance period contingent upon satisfactory performance and availability of funding to the SFWIB upon such terms and conditions as the Parties agree to in writing. Such renewal shall be presented as a new award letter which Contractor may accept or deny.

D. TOTAL PAYMENT

Subject to the availability of funds to the SFWIB, the maximum amount payable for services rendered under this performance fixed rate-based Contract shall not exceed **\$550,885.00** as distributed among the programs set forth in the table below and in accordance with **Exhibit D, Payment Provisions**, attached hereto and incorporated herein. If the SFWIB’s available funding is reduced, for any reason, the amount payable under this Contract may be reduced at the option and sole discretion of the SFWIB. If the amount payable under this Contract is reduced, the Contractor shall receive a revised award letter indicating the new performance requirements, and the Contractor, in its sole discretion, shall determine whether to accept the terms of the new award letter.

Florida Keys	WIOA Adult	WIOA Dislocated Worker	WIOA Rapid Response	TANF	SNAP	RESEA	Total
Total Allocation	\$155,280	\$ 112,850	\$ 24,152	\$ 234,301	\$ 21,305	\$ 2,997	\$ 550,885

E. STATEMENT OF WORK/PROGRAM DESIGN AND SERVICE DELIVERY

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

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

F. CONDITIONS PRECEDENT

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

1. 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.
2. Financial and Compliance Audit. The Contractor shall have performed an annual certified public accountant’s opinion and related financial statements in accordance with the single Audit Act Amendments of 1996 and compliance with the State of Florida requirements and 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards. The Contractor shall submit an original or electronic copy of the Audit Report within the time line specified in 2 CFR Chapter II, Subpart F, § 200.512 (a).

G. INSURANCE

The Contractor, as a self-insured governmental entity, shall provide to the SFWIB, a letter stating that it is self-insured and maintains an ongoing self-insurance program as allowed under chapter 284, Florida Statutes, and that such self-insurance also offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor. The SFWIB shall not disburse any funds until the SFWIB is provided with the letter of self-insurance, the SFWIB has approved such document, and executed the Contract.

H. LICENSING

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

I. LEVEL 2 BACKGROUND SCREENING REQUIREMENT

The SFWIB requires and Contractor agrees to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances or Miami-Dade County resolutions that are attached and incorporated as **Attachment 13- Miami-Dade Resolutions**, and the SFWIB's requirements set forth herein and in the SFWIB's Policy and Procedure (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

Laws include, but are not limited to the National Child Protection Act of 1993, as amended, and as implemented by sections 943.0542 and 984.01(2), Florida Statutes, and chapters 39, 402, 409, 394, 407, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time. The Contractor agrees to perform background screening through the Florida Department of Law Enforcement ("FDLE"), Volunteer & Employee Criminal History System ("VECHS") program.

1. The SFWIB requires and Contractor agrees that the Contractor's **current and prospective** employees, volunteers and subcontracted personnel must complete a **Level 2** background screening, and be eligible for employment with any SFWIB-funded program as set forth herein, **prior** to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** and the **Exhibit AA, Program Design and Service Delivery**. No later than ten (10) business days **prior to** employment, volunteerism, or performance of any work for any SFWIB-funded program, the Contractor shall furnish the SFWIB with an **Affirmation/Acknowledgement Form, Attachment 1**, which confirms the background screening was completed for all employees, volunteers and subcontracted personnel who will be volunteering or working for Contractor on this Contract and that they are eligible to volunteer or for employment, pursuant to chapter 435, Florida Statutes, as may be amended from time to time.
2. The **Level 2** background screening shall include, fingerprinting for statewide criminal history records checks through the FDLE and nationwide criminal history records checks through the Federal Bureau of Investigation ("FBI"), and may include local criminal records checks through local law enforcement agencies. To obtain fingerprint-based background checks, the Contractor must apply to FDLE and be qualified to access records provided by FDLE and the FBI, through VECHS. The Contractor shall notify the SFWIB that it has obtained/not obtained the approval from FDLE within thirty (30) days of Contract award. The Contractor shall also notify the SFWIB if it is prohibited from disclosing the background

screening records of employees, volunteers and subcontracted personnel to the SFWIB. The SFWIB reserves the right to perform background screening of Contractor's staff assigned to the SFWIB's CareerSource center(s) at Contractor's expense. The Contractor shall reimburse the SFWIB for any expense resulting from background screening of staff by the SFWIB as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.

3. The Contractor shall not hire persons that may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in chapter 414, Florida Statutes, relating to public assistance fraud or chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in section 741.28, Florida Statutes, whether such act was committed in this state or in another jurisdiction.
4. The Contractor shall not hire persons that have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under the provisions of section 435.04, Florida Statutes, or similar law of another jurisdictions relating to the same offenses.
5. The Contractor shall make the decision to hire or assign to the SFWIB's funded program(s) persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the Contractor's current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by section 435.04, Florida Statutes, or other applicable law. A Contractor's decision to hire or assign an individual to the SFWIB's funded program(s) does not guarantee the SFWIB will grant the Contractor's current and prospective employees, volunteers and subcontracted personnel with access to any SFWIB funded program, CareerSource center, Access Point, Tech Hire Center, Information Technology system, or program files.
6. The Contractor must submit an **Affirmation/Acknowledgement Form, Attachment 1**, along with the background screening results to SFWIB's Quality Assurance Coordinator **no later than ten (10) business days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program.** The background information will be reviewed by SFWIB staff and a decision on whether or not access will be granted shall be made within ten (10) business days of receipt of the Affirmation/Acknowledgement Form.
7. The Contractor must ensure that each current employee, volunteer, or subcontracted personnel working in any SFWIB-funded program provides an **Affidavit of Good Moral Character, Attachment 10**, subject to penalty of perjury, declaring compliance with the qualification requirements for employment pursuant to chapter 435, Florida Statutes, and agreeing to inform the employer immediately if arrested for any offense while employed by, volunteering for, or subcontracting for the employer.
8. Upon learning of the arrest of an employee, a volunteer, or subcontracted personnel, for a disqualifying offense under Level 2, the Contractor must notify the SFWIB of such arrest by the next business day. The Contractor will review the circumstances of the arrest and determine whether the employee, volunteer or subcontracted personnel is eligible for continued employment. If the current employee, volunteer, or subcontracted personnel is subsequently found ineligible for continued employment based on criminal history information involving any of the allegations provided in Sections 3 or 4 above or as outlined in section 435.04, Florida Statutes, the Contractor shall immediately remove such employee, volunteer, or subcontracted personnel from volunteering or working in or for any SFWIB-funded program, or having any direct or indirect access to any SFWIB CareerSource center, Access Point, Tech Hire Center, Information Technology system, or program files. Failure to notify the SFWIB, by the next business day, of learning of the arrest of an employee, a volunteer, or subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.
9. Even if applicable law would otherwise permit, as a provision of this Contract, the Contractor agrees not to hire any persons or permit any persons to begin work or to volunteer or to remain employed, volunteering, or performing any work for the Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** and the **Exhibit AA, Program Design and Service Delivery** without

submitting the **Affirmation/Acknowledgement Form, Attachment 1**.

10. If the Contractor fails to furnish the SFWIB with the **Affirmation/Acknowledgement Form**, the SFWIB may withhold further disbursement of funds and this Contract may be subject to termination at the sole discretion of the SFWIB.
11. The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel, the **Affirmation/Acknowledgement Form, Attachment 1**, and **Affidavit of Good Moral Character, Attachment 10**. Background screening results are exempt from public records and, therefore, must be maintained in a secured and access-controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall make all records available to the SFWIB in accordance with **Article III-Section H, Audit, Inspection and Access to Records**, of this Contract.
12. The **Level 2** background screening records shall be retained as required herein in accordance with **Article III-Section I, Records Retention**, of this Contract.
13. The **Level 2** background screening must be conducted at least **every five (5) years of employment, and upon re-employment in all circumstances including assignment to a new or different contract**, until cessation of employment, volunteerism, or doing any work for the Contractor related to this Contract.

J. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify.

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

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

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

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

K. IMMIGRATION REFORM AND CONTROL ACT

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

perform any services under the Contract.

L. ANTI-NEPOTISM

The Contractor shall:

1. With respect to individuals employed through the contracted program, not appoint, employ, promote, or advance or advocate for appointment, employment, promotion, or advancement, in or to a subsidized position under this workforce services Contract any person who is a relative of the Contractor.
2. Staff shall not provide workforce services that include, but are not limited to employment and/or training services to any person who is a relative of said staff member. Services must be provided by another non-related staff member but may be provided in the same location.

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

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

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

M. CERTIFICATION OF CONDUCT

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

N. CODES OF CONDUCT

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

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

In the event the Contractor implements its own Code of Ethics, it should transmit a copy of said Code of Ethics to the SFWIB. Should the SFWIB approve of Contractor’s Code of Ethics or Contractor complies with section 112.313, Florida Statutes, it shall be exempt from the requirements of this provision.

O. GRATUITIES

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

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

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

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

P. CODE OF BUSINESS ETHICS

The Contractor, as a governmental entity, shall comply with the Florida State Board of Education Code of Business Ethics.

END OF ARTICLE I

ARTICLE II

GENERAL CONDITIONS

A. 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.

B. APPLICABLE LAWS

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

The Contractor shall ensure that all its activities under this Contract are conducted in conformance with these provisions, as applicable: 45 CFR Part 74, 45 CFR Part 75, 45 CFR Part 92, 29 CFR Part 97, 20 CFR Part 600 *et seq.*, 20 CFR Part 667, Subpart B, 45 CFR 98, TANF, 45 CFR Parts 260-265, and all other applicable federal regulations.

TANF funds must be used in accordance with the following:

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

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

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

(3) Provisions of the TANF State Plan:

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

C. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

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

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

D. SELF-ASSESSMENT QUESTIONNAIRE

The Contractor shall complete an annual **Exhibit C, Self-Assessment Questionnaire**, attached hereto and incorporated by reference herein, and shall provide the documents set forth as **Attachment A** of the Self-Assessment Questionnaire to the SFWIB's Office of Continuous Improvement **not later than thirty (30) calendar days after the execution of this Contract** as set forth in **Exhibit E, Reporting Requirements**,

attached hereto and incorporated by reference herein. Failure to submit the Self-Assessment Questionnaire within the required time frame shall result in the SFWIB withholding payment under the Contract.

E. TERMINATION

Termination without Cause.

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

Termination due to the Lack of Funds. If funds received by SFWIB to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB, in its sole discretion, may terminate this Contract upon no less than twenty-four (24) hours' notice, in writing, to Contractor. Said notice must be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and may not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract due to the lack of funds, the SFWIB shall compensate the Contractor for any work completed in accordance with the terms of the Contract prior to the date of the notification of termination. The Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits as a result of a termination due to the lack of funds.

Termination for Cause Including Default and Breach of Contract. The SFWIB, after providing notice to Contractor of default or breach, and when appropriate as determined by SFWIB in its sole discretion, the opportunity for Contractor to remedy such default or breach as set forth within the notice to Contractor, may terminate this Contract if not remedied for default and breach of Contract, including, but not limited to, for the reasons identified in **Section F, Breach of Contract**. In the event of termination of this Contract for cause, any payments to the Contractor shall be determined based upon the provisions of **Section G-Breach of Contract: SFWIB Remedies**.

Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default and shall be applicable in such event. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. If SFWIB terminates the Contract for default, the Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.

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

In the event of termination of this Contract under this provision, neither Party will be responsible for failure nor delay in performance of this Contract. Such failure or delay in performance will not result in any additional charge or costs, under this Contract, to either Party. The Party seeking termination of the Contract under this provision shall provide prompt notice of termination to the other Party. In no event shall notice be provided later than thirty (30) days after the occurrence triggering termination.

F. BREACH OF CONTRACT

If the Contractor fails to comply, in whole or in part, with any provision of the Contract, Contractor shall be provided notice and the opportunity to remedy such failure, when appropriate, pursuant to a timetable established by the SFWIB included in any such notice of noncompliance, as determined by the SFWIB in its sole discretion. The Contractor's failure to remedy such non compliance shall constitute a breach of the Contract. A non-exhaustive list of breaches of this Contract is as follows:

1. The Contractor fails, in whole or in part, to provide the services set forth in **Exhibit A, Statement of Work, or Exhibit AA, Program Design and Service Delivery**, or both;
2. The Contractor fails, in whole or in part, to maintain staffing in accordance with **Article III-Section N, Staffing Requirements** of this Contract;
3. The Contractor ineffectively or improperly uses the SFWIB's funds provided to the Contractor under this Contract;
4. The Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, including, but not limited to, entering part-time employment opportunities as full-time opportunities, and falsely reporting placements;
5. The Contractor moves or shares placements from one center to another, as set forth in **Exhibit D, Payment Provisions, Sections I-E and I-F** (applicable for Contractors with multiple centers);
6. The Contractor fails to submit the documentation required under **Article I-Section F, Conditions Precedent** of this Contract in accordance with the time periods set forth therein;
7. The Contractor does not furnish the Certificates of Insurance as required under **Article I-Section G, Insurance** of this Contract or as determined by the SFWIB;
8. The Contractor does not furnish proof of licensure or certification as required under **Article I-Section H, Licensing** of this Contract;
9. The Contractor fails to comply with the background screening and/or provide proof that the background screening was completed as required under **Article I-Section I, Level 2 Background Screening** of this Contract;
10. The Contractor fails to comply with the Anti-Nepotism provision set forth in **Article I-Section L, Anti-Nepotism**;
11. The Contractor fails to comply with the Code of Business Ethics provision set forth in **Article I-Section P, Code of Business Ethics**;
12. The Contractor fails to comply with the Gratuities provision set forth in **Article I-Section O, Gratuities**;
13. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II-Section J, Notification of Legal Action** of this Contract;
14. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II-Section K, Other Notifications** of this Contract;
15. The Contractor refuses to allow the SFWIB full access to records or refuses to allow the SFWIB to monitor, evaluate and review the Contractor's services and programs;
16. The Contractor fails to comply with the requirements set forth in **Article III-Section G, Florida Public Records Law**;
17. The Contractor fails to comply with Incident Reporting for abuse, neglect, or exploitation of a child, aged person, or disabled adult as required under **Article III-Section R, Abuse, Neglect and Exploitation Incident Reporting** of this Contract;
18. The Contractor fails to take reasonable measures to protect and secure data pertaining to personal information in electronic form as required under **Article III-Section L, Information Security Obligations** of this Contract;
19. The Contractor fails to comply, in whole or in part, with **Article III-Section L, Information Security Obligations**;
20. The Contractor fails to take reasonable measures to protect and secure personal and confidential information as required under this Contract and any applicable local, state or federal laws and regulations;
21. The Contractor does not submit or submits incomplete or incorrect required reports or proof of compliance with reporting requirements as required by this Contract;
22. The Contractor fails to respond and/or provide documentation to any of the SFWIB's requests within specified due dates, after three (3) written requests by the SFWIB;

23. The Contractor fails to correct deficiencies discovered during a monitoring, evaluation or review by the SFWIB and/or any governmental body acting within the scope of its jurisdiction within the time period specified by the SFWIB and/or the governmental body;
24. The Contractor fails to submit, or submits incorrect or incomplete proofs of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
25. The Contractor fails to comply with **Article IV, Section G, Contractor's Cost Allocation Plan and Indirect Cost Rate**;
26. The Contractor fails to submit an invoice as set forth in **Article IV-Section H, Monthly Invoicing**, in accordance with the time periods set forth therein;
27. The Contractor fails to comply with the **Training Services Expenditure Requirement** set forth in **Article IV-Section K**;
28. The Contractor fails to obtain prior written approval from the SFWIB to exit participants from the funded program as set forth in **Exhibit D-Payment Provisions**.
29. The Contractor unlawfully discriminates under any of the applicable laws;
30. The Contractor fails, in whole or in part, to cooperate with the SFWIB and partners of the SFWIB in the implementation of any Memorandum of Understanding (MOU) entered into between the SFWIB and any partner, after such MOU has been provided to Contractor with 20 days to review;
31. The Contractor fails to obtain the prior written approval of the SFWIB to allow any persons or entities, of any kind whatsoever, other than the Contractor to utilize in any way or manner any CareerSource center to provide information or services or products of any kind whatsoever to anyone;
32. The Contractor fails to obtain the prior written approval of the SFWIB to administer, disseminate or provide services, information, or products at any of the CareerSource center(s);
33. 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;
34. The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Contract; and
35. The Contractor fails to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws, which include, but are not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Contract or any other contractual agreement the Contractor has with the SFWIB.

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

G. BREACH OF CONTRACT: SFWIB REMEDIES

If the Contractor breaches this Contract, the SFWIB may pursue any or all of the following remedies after notice and the opportunity to remedy have been provided to Contractor, when appropriate:

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 within the limits of liability established in Section 768.28, Florida Statutes, as may be applicable;**
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 termination within the limits of liability established in Section 768.28, Florida Statutes, as may be applicable;**

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, **within the limits of liability established in Section 768.28, Florida Statutes, as may be applicable, through final resolution of the matter including appeal;**
4. If, for any reason, the Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB may, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In such case, the SFWIB may terminate or cancel any other contracts the Contractor has with the SFWIB. The Contractor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to the SFWIB's attorneys' fees. Any contractor who attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement may be debarred from the SFWIB contracting for a period not to exceed five (5) years; or
5. Any other remedy available at law, equity, or administratively.

H. DAMAGES SUSTAINED

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

I. NOTICES

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

J. NOTIFICATION OF LEGAL ACTION

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

K. OTHER NOTIFICATIONS

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

L. AUTONOMY

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities, except so long as when the Contractor is approved by two-thirds vote of the board members once quorum is established.

M. INDEMNIFICATION

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

N. PRIOR AGREEMENTS

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

O. JOINT PREPARATION

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

P. NO ASSIGNMENT

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

Q. AUTHORITY TO EXECUTE AGREEMENT

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

R. SUBCONTRACTING

1. The Parties hereto agree that no subcontract shall be entered into under or pursuant to this Contract without the prior written approval of the SFWIB, with said prior written approval issued at the sole discretion of the SFWIB, but shall not be unreasonably withheld.

2. In no event shall such prior written approval of the SFWIB relieve the Contractor from the Contractor's obligations under this Contract, or change any of the terms or conditions of this Contract. The Contractor shall ensure that all applicable provisions of this Contract are binding upon all such subcontractors. It is expressly understood and agreed that the SFWIB shall not be liable to any subcontractor(s) for any expenses or liabilities of any kind whatsoever incurred by any person or entity under any subcontract.

S. MODIFICATIONS

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

T. SEVERABILITY

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

U. PERSONS WITH DISABILITIES AND ACCESSIBILITY OF FACILITIES

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

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

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

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

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

V. CAREERSOURCE CENTER AND FURNITURE MAINTENANCE

The Contractor shall maintain the material condition of the CareerSource center, furniture, and equipment/resources provided by the SFWIB in good working order. The Contractor shall timely report any adverse and unsafe condition(s) to the SFWIB's Facilities Unit to minimize further damage and liability.

Upon execution of the Contract, the Contractor's representative and a SFWIB Facilities Unit's staff member will conduct a walk-through inspection of the CareerSource center to document existing conditions within forty-five (45) days of Contract start date and an agreed upon inventory list and inspection report shall be

signed by both parties (a copy of which is attached and incorporated to this Contract as **Attachment 12 – Property Inspection Report**). The SFWIB’s Facilities Unit will generate an inspection report which will reflect the conditions of the CareerSource center at the time of said inspection (“baseline conditions”). At all times during the Contract term, the Contractor shall be responsible for any material damage to the center, furniture and equipment beyond normal wear and tear. During the term of the Contract the provider shall replace, in-kind, any damaged furniture or equipment in the CareerSource center and restore the CareerSource center to baseline conditions. Replacement furniture or equipment must be approved by the SFWIB’s Facilities Unit’s management prior to purchase. If the damaged items are not timely replaced, the Contractor’s payment may be withheld until all matters are cleared. The SFWIB reserves the right to randomly inspect the CareerSource center with no advance notice.

Upon Contractor’s failure to replace in-kind or restore facilities, furniture, and other equipment/resources provided by the SFWIB to baseline conditions as described above, the SFWIB at its sole option may perform the repairs and/or replacement and offset or deduct the cost from any payment due under this or any other contract or agreement.

W. COPYRIGHT, PATENTS, RIGHT TO DATA

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

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

1. Any work developed under this Contract or a resulting subcontract irrespective of whether it is copyrighted.
2. Any rights of copyright to which Contractor or subcontractor purchases ownership with funds provided for under this Contract.

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

X. 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.

Y. INTELLECTUAL PROPERTY RIGHTS

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

income is added to the grant and must be expended for allowable grant activities (2 CFR § 215.36).

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

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

END OF ARTICLE II

ARTICLE III

PROGRAM MANAGEMENT

A. PERFORMANCE

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

B. PROGRAM REPORTS

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

C. SUPERVISORY CASE REVIEW

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

D. MONITORING

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

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

E. FILE MAINTENANCE

1. Case File

The Contractor shall maintain a separate individual case file for each participant served in accordance with the policies and procedures established by the SFWIB for participants enrolled in any of the SFWIB-funded programs. This file shall include all required documents as set forth in the SFWIB's procedures. These files shall be subject to the **Audit, Inspection and Access to Records** requirements under **Article III-Section H** of this Contract. **All case files shall be electronic only, hard copy files will not be accepted.**

2. Electronic

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

3. Error Rate

Although the Contractor shall submit the case file to the SFWIB electronically only, the Contractor shall maintain a hard copy for prior years' case files and electronic copy (all new case files) of each participant case file and maintain, at all times, a file maintenance error rate of not more than **three percent (3%)**.

Error Rate is defined as the percentage of findings from the quality assurance review of sampled programmatic participant files, utilizing the Supervisory Quality Assurance Case Reviews tool that can be accessed through the link provided below:

<http://sharepoint.careersourcesfl.com/sites/web/Shared%20Documents/Forms/AllItems.aspx?RootFolder=%2fsites%2fweb%2fShared%20Documents%2fContract%20Documents&FolderCTID=%2d7b8A472CAA%2dE65A%2d4E10%2d9209%2d566E1C03E6BB%7d>

Failure to strictly comply with this provision shall result in financial consequences as set forth in **Exhibit AA, Article IV-Operational Requirements, Section C-Quality Assurance, Item B-7.**

4. Medical Records & Disability-Related Information

The Contractor shall keep all medical records and disability-related information, which are part of the eligibility determination or case management process, in a separate file and in a designated, properly secured, area. The Contractor shall keep new records in electronic format only and in a secure medical records folder. The Contractor shall limit access to medical records and disability-related information to persons authorized by the Contractor. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file, to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to medical records is provided and any federal, state, and/or local laws are breached.

5. Domestic Violence Records

The Contractor shall keep all participant records related to domestic violence, which are part of the eligibility determination or case management process, in a separate file and in a designated, properly secured area. The Contractor shall keep new records in electronic format only and in a secure legal record's folder. The Contractor shall limit access to domestic violence records to persons authorized by the Contractor when it is necessary to perform the services. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file to ensure absolute confidentiality. The Contractor shall: (a) comply with any federal, state, and/or local laws pertaining to victims of domestic violence, including those related to confidentiality; and (b) be liable, for any and all related costs for noncompliance, or if access to domestic violence records is provided and any federal, state, and/or local laws are breached.

6. Background Screening Records

The Contractor shall keep all background screening records, which are part of the case management process, in a separate file and in a designated, properly secured area. The Contractor shall take necessary safeguards to keep the background screening records of participants in a secure, access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall keep new records in electronic format only and in a secure legal records folder. The Contractor shall limit access to background screening records to persons authorized by the Contractor. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file to ensure absolute confidentiality. The

Contractor shall be liable, for any and all related costs, if access to background screening records is provided and any federal, state, and/or local laws are breached.

F. FILE OWNERSHIP

The Contractor understands and agrees that the case files that the Contractor maintains for programs funded by this Contract are the SFWIB's property and are maintained by the Contractor for the SFWIB's benefit. Therefore, the Contractor shall not dispose of any case files without the prior written consent of the SFWIB. In the event of the termination or expiration of this Contract, the Contractor shall immediately transmit all records to the SFWIB upon request and shall have no further liability for the physical records.

G. FLORIDA PUBLIC RECORDS LAW

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

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

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

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

H. AUDIT, INSPECTION AND ACCESS TO RECORDS

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

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

I. RECORDS RETENTION

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

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

J. CONFIDENTIALITY OF RECORDS

1. Pursuant to applicable state or federal law, the Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information, including but not limited to social security numbers, demographic data (race/ethnicity, sex, age, and disability status), employment services records, supplemental nutrition assistance program records, job corps records, migrant and seasonal farm worker records, North American Free Trade Agreement-Transitional Adjustment records, Trade Adjustment Assistance under Trade Act of 1974 records, Worker adjustment and Retraining Notification Act records, Welfare Transition Program/TANF records, displaced homemaker records, Labor Market Information individual identifiable data, school readiness records, medical records and disability related information, unemployment compensation records, background screening records, WIOA records as specified in the applicable federal law and implementing procedures, etc. without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the Contract may be divulged to the SFWIB or such other persons as the SFWIB may designate who have responsibilities for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services. All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. The Contractor shall abide by all applicable federal, state, and local laws and regulations regarding confidential information, including personally identifiable information (PII) from educational records, as identified in, but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38. The Contractor shall provide, prior to the execution of this Contract, a completed **Confidentiality Agreement, Attachment 2**.

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

- The Privacy Act: 5 USC 552a;
 - Social Security numbers: 119.0721 Florida Statutes and 5 USCA 552a;
 - Medical documents: 29 CFR 37.37; 29 CFR 1630.14;381.004(3)(e) and (6)(c) Florida Statutes;
 - Employment and Related Services for Persons with Disabilities: Florida Statute 413;
 - Confidentiality requirements governing the protection and use of personal information held by the Vocational Rehabilitation agency (34 CFR 361.38); and
 - Student records: Federal Educational Rights and Privacy Act (FERPA), 20 USC 1232g and 1232h; 34 CFR Part 99.
2. **Confidentiality Forms.** The Contractor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing Contractor's duties under this Contract, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this Contract:
 - a. The **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 3**, attached hereto and incorporated by reference as if fully set forth herein.
 - b. The **Confidentiality Acknowledgement Form, Attachment 4**, attached hereto and incorporated by reference as if fully set forth herein (applicable for staff with access to confidential Reemployment Assistance (RA) information).

All completed forms shall be retained as required herein in accordance with **Article III-Section I, Records Retention** of this Contract. The Contractor shall maintain the completed confidentiality forms

in each employee's personnel file and forward copies to the SFWIB's IT Department upon requesting access to State and/or Local System(s).

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

K. VIOLATION OF THE PRIVACY ACT

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

L. INFORMATION SECURITY OBLIGATIONS

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

- The Contractor (including its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to store information. The Contractor shall not electronically transmit, or allow to be transmitted, any personal or confidential information. Failure to strictly comply with this provision shall constitute a breach of this Contract.
- The Contractor shall not engage any third-party vendor, company or agent to modify, troubleshoot or otherwise alter the configuration of network devices, workstations, printers and/or any other device or hardware attached to the SFWIB's network and agrees that no other devices, servers, workstations, tablets, wireless devices, etc., other than those installed by the SFWIB's IT Unit or SFWIB's authorized agent, will be connected to the SFWIB's network.
- During the term of this Contract, the Contractor must obtain signed confidentiality access agreements, which are required by the SFWIB and/or the DEO for systems access privileges, for any individual including, but not limited to all of the Contractor's officers, employees, subcontractors, agents, partners, principals, servants, representatives and security officers working directly and/or indirectly under this Contract, prior to their access to electronic data systems.
- The Contractor shall ensure that the Contractor's staff who has access to client information through the Employ Miami-Dade ("EMD")/Employ Monroe ("EM"), the One-Stop Service Tracking ("OSST") system(s) and/or any other information systems as required, complete the Information Security and Awareness Training annually.
- The Contractor shall make every effort to protect and avoid the unauthorized release of any personal or confidential information, as set forth in **Article III-Section J, Confidentiality of Records.**
- The Contractor shall notify the SFWIB in writing of any disclosure of the SFWIB's and/or the state of Florida's confidential information or data by the Contractor, its officers, employees, subcontractors, agents, partners, principals, representatives, or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract, which is not in compliance with the terms of the Contract (of which it becomes aware).
- The Contractor shall also report to the SFWIB any Security Incidents of which it becomes aware, including those incidents reported to the Contractor by its officers, employees, subcontractors, agents, partners, principals, servants, representatives. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of the SFWIB's or DEO's information in the Contractor's possession or electronic interference with

the SFWIB's operations; however, random attempts at access shall not be considered a security incident.

- The Contractor shall notify the SFWIB's Help Desk, not later than **24 hours** following the determination of any breach or potential breach of personal and confidential data, as required by the SFWIB's Information Technology Security Policies and Procedures, which shall be made available upon request from the SFWIB's Help Desk.
- In the event of a breach of security concerning confidential personal information involved with this Contract, the Contractor shall comply with section 501.171, Florida Statutes, as applicable. When notification to affected persons is required under this section of the statute, the Contractor shall provide such notification, using the SFWIB's approved format, not later than seven (7) calendar days following the determination of any potential breach of personal or confidential data.
- For purposes of this Contract, "security breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a security breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.
- The Contractor shall be wholly liable for security breaches and personal identity theft committed by its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom the Contractor exposes or authorizes to access confidential information obtained under this Contract, including, but not limited to, volunteers and DEO employees. The Contractor shall be liable for: (1) direct payment and/or reimbursement of all costs incurred for notifying and providing identity theft protection services to customers who may be victims of the security breaches and personal identity theft; (2) resolving any and all claims related thereto; and (3) all other costs and damages resulting from security breaches or personal identity theft.
- The Contractor shall notify the SFWIB's Regional Security Officer(s) at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email within 24 hours of termination to the Helpdesk at helpdesk@careersourcesfl.com with the appropriate system form, as follows:
 - EMD/EM/OSST - DEO Information Systems Security Agreement/Confidentiality Form.
 - Workforce Management System ("WFMS")/Initial Assessment Application ("IAA") – CareerSource South Florida's ("CSSF's") Application Development Unit Security Access Form.
 - Florida – Florida Department of Children & Families' ("DCF's") System Access Authorization Request Form.
- For employees with access to the Connect and/or SunTax systems; The Contractor shall notify the Regional Security Officer at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Regional DEO Manager with the applicable system form(s) within 24 hours of termination, as follows:
 - DEO CONNECT Form ISU-38
 - DEO Form ISU-30
- If the employee has security access to multiple systems, the Contractor shall submit all corresponding forms.
- For employees that only have a CSSF **network account and/or VPN account**, only an email requesting disabling of the account(s) is required at the time of termination. The email must be sent to the CSSF Helpdesk at helpdesk@careersourcesfl.com **no later than 24 hours of termination.**

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

M. PELL GRANT AND OTHER FINANCIAL AID

The Contractor shall first access PELL and other federal, state and local financial assistance prior to committing or obligating Individual Training Account (“ITA”)/scholarship funds to support the training costs of an individual. Scholarship funds shall be used only to the extent other sources of funds necessary to pay for the cost of the training or tuition is not available. For training institutions or training programs that are non-PELL eligible, documentation shall be kept in the participant’s case file that specifies that the training institution or program is non-PELL eligible.

The Contractor which issues ITA/scholarships shall assist all of the SFWIB’s program participants in applying for financial aid, including, but not limited to, the PELL Grant or for any other federal, state, or local grant, scholarship or entitlement funds. This shall be evidenced by a completed copy of the Free Application for Federal Student Aid and a Student Aid Report from the Department of Education in each program participant’s case file.

N. STAFFING REQUIREMENTS

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

O. TRAINING OF STAFF

1. The Contractor shall ensure that employees responsible for program compliance receive appropriate grant administrative and program compliance training in:
 - Required Participant File Contents (In accordance with the SFWIB’s Policies and Procedures)
 - Required training in serving Limited English Proficiency (LEP) customers (In accordance with the SFWIB’s Policies and Procedures)
 - Required credentialing and skills standards (In accordance with the SFWIB’s Policies and Procedures)
 - Pass-through Entity Responsibilities 2 CFR Chapter II, Subpart D § 200.331
 - Contracts Management/Administration (45 CFR 74.21)
2. The Contractor shall ensure that all employees receive appropriate training regarding **Emergency Preparedness**, including, but not be limited to:
 - Building fire; forest fire; hazardous material; flood; hurricane; tornado; earthquake; communications failure; civil disturbance; explosion; bomb threat; technological emergencies; workplace violence; terrorism and workplace injury/accident.

P. GRIEVANCE PROCEDURES

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

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

Q. LIMITED ENGLISH PROFICIENCY (LEP)

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

The Contractor shall conduct an annual two-week assessment beginning on **April 1, 2022** and ending on **April 15, 2022**, of the languages spoken by LEP customers, as required by the SFWIB's Policies and Procedures. The results of the survey shall be tabulated and submitted to the SFWIB's Program Administrator not later than **April 19, 2022** as set forth in **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein.

R. ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING

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

S. PUBLIC ANNOUNCEMENTS AND ADVERTISING

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

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

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

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

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

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

END OF ARTICLE III

ARTICLE IV

FISCAL MANAGEMENT

A. INTERNAL CONTROLS AND ACCOUNTING RECORDS

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

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

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

B. PROGRAM INCOME

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

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

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

2. Contractor's Use of Program Income.

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

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

C. RETURN OF FUNDS

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

D. DEOBLIGATION FOR NON-PERFORMANCE

The SFWIB, in its sole discretion, may adjust the Contract award amount through a decrease, up to and including the total amount of funds awarded to the Contractor, when and if the SFWIB determines that the Contractor's total program costs will not be expended in accordance with the amount of funds awarded. SFWIB will provide the contractor written notification of any such reduction along with a new award letter that College may accept or decline to accept.

E. VOLUNTARY DEOBLIGATION

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

F. BUDGET SUMMARY

The SFWIB shall pay the Contractor in accordance with **Exhibit D, Payment Provisions** only for funds earned under this Contract as set forth therein.

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

The Contractor shall incur costs and expend funds earned under this Contract in accordance with **Exhibit H, Budgets for Administrative Costs and Program Costs**. The Contractor acknowledges and understands that the SFWIB's approval of its budget, the Contractor's execution of this Contract and receipt of funds for workforce services, does not render the SFWIB liable for payment or reimbursement of costs incurred by the Contractor for budgeted line items under this Contract. The SFWIB shall reimburse the Contractor for all approved expenditures up to the amount stated on the Contractor's award letter, a copy of which is attached hereto and incorporated herein as **Exhibit M, Award Letter**. The Award Letter, as it may be amended, governs the funding mechanism for payment under this Contract.

The Contractor shall ensure that the budget(s) for administrative costs are capped at ten percent (10%) or the Federal Indirect Cost Rate.

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

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

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

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

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

Staffing changes (including, but not limited to adding names of staff filling vacant positions) shall be incorporated in the budget not later than the next available modification period set forth herein.

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

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

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

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

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

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

[http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/guidance-papers/2018-guidance-papers/lwdb-indirect-cost-admin-policy_\(20180701\).pdf?sfvrsn=2](http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/guidance-papers/2018-guidance-papers/lwdb-indirect-cost-admin-policy_(20180701).pdf?sfvrsn=2)

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

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

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

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

[http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/guidance-papers/2018-guidance-papers/lwdb-indirect-cost-admin-policy_\(20180701\).pdf?sfvrsn=2](http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/guidance-papers/2018-guidance-papers/lwdb-indirect-cost-admin-policy_(20180701).pdf?sfvrsn=2)

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

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

statement would be required.

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

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

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

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

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

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

H. MONTHLY INVOICING

1. **Performance Payment Invoice (Exhibit J).** Upon performing Automated Performance Invoicing Process ("APIP") system verifications, the SFWIB's staff generates the **Performance Payment Invoice, Exhibit J** the following month in which the services were provided. The Contractor shall review and submit the **Performance Payment Invoice, Exhibit J** along with the request for payment as described below.
2. **Requests for Payment.** The SFWIB shall pay all allowable costs or services incurred by the Contractor in accordance with the terms of the **Payment Provisions (Exhibit D)**, which are allowable under 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Contract and applicable SFWIB policies and procedures, as may be amended from time to time.
3. To receive payment, the Contractor shall submit monthly an original invoice package which shall include an original signed **Contract Invoice (Exhibit I)**, an original signed **Performance Payment Invoice (Exhibit J)**, a **Balanced Scorecard Report - Employment Summary** and a **Year-to-Date General Ledger**, and as applicable, "**Adjustments for Previously Paid Placements**" form and "**Placement Change Requests**" form, all of which are attached hereto and incorporated b herein.

The Contractor must submit the original invoice package not later than **two (2) business** days after receipt of the electronic notification from the SFWIB of the final **Performance Payment Invoice, Exhibit J**. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall pay the Contractor via Electronic Fund Transfer; the sole judge of the satisfaction of the submission will be the SFWIB. The Contractor shall complete an **Authorization Agreement for payments via Direct Deposits (ACH Credits)** which may be requested from the SFWIB's finance unit.

Failure to submit original signed invoices, Balanced Scorecard Report - Employment Summary, Year-to-Date General Ledger, and any applicable "Adjustments for Previously Paid Placements" or "Placement Change Requests" forms, in manner deemed correct and acceptable by the SFWIB and by the due date (not later than **two (2) business** days after the SFWIB's notification), shall be considered a

breach of this Contract.

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

4. **Employment Verification Requirement.** A completed **Employment Verification Form (Attachment 2 of Exhibit A)** is required for all **Direct Job Placement's ("DJP")** employment/placement verifications along with any supporting documents as set forth in **Exhibit AA, Program Design and Service Delivery**. The Contractor shall submit an Employment Verification Form for each **DJP** listed on the Contractor's monthly invoice in the **APIP** system at the time of submission of said invoice in the **APIP** system. Employment Verifications shall be submitted electronically to the **SFWIB's Wagner-Peyser Program Manager**. The **SFWIB** shall make payment only for placements where an **Employment Verification Form** with the required supporting documentation has been received.
5. **Processing the Request for Payment.** The Parties agree that the processing of a payment request by the Contractor shall be completed by the **SFWIB** within fifteen (15) business days, or less, of receipt of submission of the request along with the complete required invoice package. Processing the payment request within fifteen (15) business days is contingent upon complete and satisfactory submissions of the required invoice package and supporting documentation, which have been approved by the **SFWIB**. The Contractor's shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the **SFWIB**.
6. **Cost Reimbursement.** The **SFWIB**, in its sole discretion, may approve payment to the Contractor for a specific month(s) on a cost reimbursement basis due to circumstances beyond the Contractor's control. For the purposes of this Contract, circumstances beyond the Contractor's control are defined as catastrophic events or other occurrences that prevent the Contractor from the normal operation of a career center in delivering workforce services for a period of **no less than thirty (30) days**. The Contractor must render services as set forth in **Exhibit A, Statement of Work** and **Exhibit AA, Program Design and Service Delivery**, and the costs must be allowable under the **SFWIB's** guidelines for the **SFWIB** to consider approval of cost reimbursement payment(s). If approved for cost reimbursement, as set forth herein, to receive payment for allowable costs the Contractor shall submit an original signed **Contract Invoice (Exhibit I)** along with both a year-to-date and general ledger and a specific month's payroll register. The **Contract Invoice** shall reflect only the expenses incurred and paid by the Contractor for the month that the services were rendered.

I. LATE INVOICING

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

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

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

J. PARTICIPANT COSTS

1. WIOA Adults, Dislocated Workers ("DW") and Rapid Response ("RR") programs:

- **Participant Training Costs:** the **SFWIB** shall provide the Contractor an initial allocation of training

costs (ITA, On-the-Job Training (“OJT”), and Paid Work Experience (“PWE”)), which shall be available through the use of the WFMS.

- **Participant Transportation and Support Services Costs:** the SFWIB shall provide the Contractor an initial allocation of transportation and support services costs, which shall be available through the use of the WFMS.
- The Contractor may request, in writing, that the SFWIB transfer funds among participant costs in the Adults, DW, and RR programs. The Contractor may submit a final request for transfer, not later than **June 14**.
- The Contractor may request, in writing, that the SFWIB transfer funds among the participant cost categories (ITA, OJT, PWE, transportation and support services). The Contractor may submit a final request for transfer, not later than **June 14**.
- The transfer of funds may be approved or denied in the SFWIB’s sole discretion.
- Thirty percent (30%) of the total initial training costs allocation is allocated to OJT:
 - At a minimum the Contractor shall expend forty percent (40%) of the total training costs allocation on the combined expenditure for OJT and PWE/Transitional jobs.
 - The Contractor may only expend up to ten percent (10%) of the training costs allocation for PWE/Transitional Jobs.
- The Contractor shall ensure that the approved transfers are reflected in the next available budget modification following the schedule set forth in **Article IV, Section F-Budget Summary**.

2. **Trade Adjustment Act program:**

- **Participant Training Costs:** the Contractor shall receive an allocation of training costs (ITA only) when there is a participant that qualified under this program, which shall be available through the use of the WFMS. CareerSource designated staff must be informed in writing of a request for funds available.

3. **TANF Program:**

- **Participant Training Costs:** The Contractor shall receive an initial allocation of training costs (ITA only), which shall be available through the use of the WFMS.
- **Participant Transportation and Support Services Costs:** The Contractor shall receive an initial allocation of transportation and support services costs, which shall be available through the use of the WFMS.
- The Contractor may request, in writing, that the SFWIB transfer funds among the participant cost categories (training, transportation and support services). The Contractor may submit a final request for transfer, not later than **June 14**.
- The transfer of funds may be approved or denied in the SFWIB’s sole discretion.
- The Contractor shall ensure that the approved transfers are reflected in the next available budget modification following the schedule set forth in **Article IV, Section F-Budget Summary**.

4. **Utilization of Funds**

- Total participant costs by funding stream are set forth in **Article I, Section D-Total Payment**. The

Contractor shall receive written notification from the SFWIB with the breakdown among the cost categories: (1) Training funds (ITA, OJT, and PWE) (2) Transportation and (3) Support Services.

- The SFWIB shall make the participant costs available to the Contractor through the use of the WFMS.
- The Contractor shall issue vouchers for ITAs which will be paid directly to the Training Vendor by the SFWIB.
- The Contractor shall pay for participant costs directly, except for ITAs, and seek reimbursement under this Contract from the SFWIB. To seek reimbursement for participant costs incurred in **PY21-22**, the Contractor shall generate WFMS vouchers **not later than June 29, 2022 at noon (12:00 p.m.)**.
- The Contractor shall effectively manage and spend the participant costs funds (Training, OJT, PWE, transportation and support services) allocated during this Contract period.
- The Contractor shall work with the Training Vendor and SFWIB to reconcile discrepant participant training related data. The Contractor shall verify the accuracy of the data entered by the Training Vendor in the participant training performance data into the Reconciliation Tool section of the WFMS. The Contractor shall ensure that all required fields are reconciled at least on a monthly basis.
- A WFMS Reconciliation Tool-generated Training Discrepancy Report will be available on the 11th of each month, at which time the Contractor shall review, update and correct all training and placement discrepant data indicated in the report on or before the 16th of each month.
- The Contractor shall monitor and reconcile all WFMS issued voucher payments, void those vouchers and close the programs where the participant has withdrawn from training.
- The Contractor shall be responsible for the under and over-utilization of the funds provided for participant costs.
- The SFWIB may monitor Contractor's utilization of these funds. The SFWIB may also de-obligate or re-obligate said funds, if the Contractor demonstrates an inability to effectively manage the funds allocated.
- The Contractor shall monitor the WFMS' allocations. The Contractor shall be solely responsible for any portion of the allocation that is over-utilized during the term of this Contract. The SFWIB shall not reimburse the Contractor for any costs incurred over the participant allocations in WFMS.

K. TRAINING SERVICES EXPENDITURE REQUIREMENT

The Contractor shall expend one hundred percent (100%) of the WIOA funds allocated for authorized ITA expenditures. Authorized ITA expenditures may only include tuition, books and fees of training vendors and other training services prescribed and authorized by the WIOA and the SFWIB.

Failure to comply with this requirement shall constitute a breach of this Contract and may result in financial consequences and/or non-consideration for future funding.

L. PROCUREMENT REQUIREMENTS

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

1. Procurement actions, unless otherwise stated herein, with a cost per item of five-hundred dollars

(\$500.00) or less shall be considered a small business purchase and shall not require any formal procurement, such as a request for proposal or request for qualifications. However, upon requesting quotes for goods and services, the Contractor shall keep a record of the entities contacted for the purpose of securing any quotes and shall record the quotes received. The Contractor shall submit such documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment for the goods or services.

2. Except as otherwise stated herein, procurement actions with a cost per item that exceed five hundred dollars (\$500.00) shall be purchased by the SFWIB at the sole discretion of the SFWIB.
3. Procurement actions for office supplies, i.e. paper, pens, toner, etc., regardless of cost, shall be the sole responsibility of the Contractor.
4. Procurement actions for office furniture (i.e. desks, chairs, file cabinets, etc.), for computers, or for any software application to be installed on computers purchased by the SFWIB, regardless of cost, shall be purchased by the SFWIB at the sole discretion of the SFWIB.
5. Procurement actions to renovate, remodel, reconfigure, or modify the interior design or layout of a CareerSource center in which the SFWIB is not the lessee shall be approved, in writing by the SFWIB prior to the initiation of procurement by the Contractor. The Contractor shall not renovate, remodel, reconfigure, or modify the interior design or layout of a CareerSource center in which the SFWIB is the lessee.
6. The Contractor shall not enter into professional services agreements or subcontracts to render services described in **Exhibit A, Statement of Work** and **Exhibit AA, Program Design and Service Delivery**, without the prior written approval of the SFWIB.
7. Procurement actions shall be subject to federal, state and local laws related to nepotism, conflicts of interest and criminal and fraudulent activities.
8. The Contractor shall reimburse the SFWIB for any funds expended under this Contract when the Contractor does not or cannot produce the documents required to demonstrate, to the satisfaction of the SFWIB, that the procurement requirements of this section have been followed.
9. The timeframe for submission of procurement requests shall be established by the SFWIB and shall be communicated to the Contractor in the form of written instructions. The Contractor shall submit an original completed, signed and dated procurement request form to the SFWIB as specified in the written instructions. The Procurement Request Form and written instructions can be obtained by authorized users via the website at:

<http://sharepoint.careersourcesfl.com/sites/web/Shared%20Documents/Forms/AllItems.aspx?RootFolder=%2fsites%2fweb%2fShared%20Documents%2fContract%20Documents&FolderCTID=%2d7b8A472CAA%2dE65A%2d4E10%2d9209%2d566E1C03E6BB%7d>

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

M. 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.

N. INVENTORY

The SFWIB generates the capital inventory report and transmits to the Contractor along with written instructions specifying the due date for submission to the SFWIB. The Contractor shall reconcile the general

inventory of all property and equipment purchased with the SFWIB's funds and shall submit a completed, signed and dated capital inventory report electronically to the SFWIB's Facilities Unit. Thereafter, the original capital inventory report shall be hand delivered or mailed to the SFWIB's Facilities Unit as set forth in the written instructions.

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

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

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

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

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

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

O. FINANCIAL CLOSEOUT

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

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

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

The Contractor's submission of the Financial Closeout Package is a complete release and waiver of any and all liability, claims or causes of action that allegedly resulted from engagement of and/or

performance under this Contract and acknowledges the SFWIB has fully performed and satisfied any and all of its obligations due under this Contract.

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

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

Q. EXPENDITURE FOR TRAVEL EXPENSES

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

R. SALARY & BONUS LIMITATION

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

As established by the Office of Personnel Management and set forth in the Salary Table, Rates of Pay for the Executive Schedule, which can be found at the link below, effective January 2020, Executive Level II salary is \$197,300.00, as:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2020/executive-senior-level>

The Contractor shall complete and submit on or before **March 1, 2022**, an **Annual ETA Salary Cap Analysis -Certification Form**, as set forth in **Exhibit E, Reporting Requirements**, to SFWIB certifying that the highest paid employees charged to this Contract are within the salary and bonus cap limit. The latest Certification Form can be obtained from the SFWIB’s Finance Unit. Along with the Certification Form, copies of IRS W-2 forms and supporting documentation showing that employees are within the cap limit shall be submitted to the SFWIB. If an employee exceeds the ETA annual salary and bonus rate cap, the Contractor must issue a check in the name of the “South Florida Workforce Investment Board” for the amount of unallowable salary and bonus in excess of the cap limit along with supporting documentation indicating the ETA funding streams affected.

S. 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

T. CONSTRUCTION AND RENOVATION OF FACILITIES USING FEDERAL FUNDS

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

U. 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).

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

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

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

END OF ARTICLE IV

ARTICLE V

ASSURANCES AND CERTIFICATIONS

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

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

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

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

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

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

B. 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 5 (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 2012-29, 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 9**.

C. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

The Contractor shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The full text of **2 CFR 175.15, Award Term**, is provided as **Attachment 6**.

D. CERTIFICATION REGARDING LOBBYING - FLORIDA STATUTE

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

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

Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification 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 7**, inclusive of the certification required in this section, or **Exhibit L, Annual Certification**, as applicable.

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

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the certification required in this section, or **Exhibit L, Annual Certification**, as applicable.

G. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

The Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the certification required in this section, or **Exhibit L, Annual Certification**, as applicable.

H. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

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

3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (c) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order (“EO”) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code, which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, including the assurances required by this section, or **Exhibit L, Annual Certification**, as applicable.

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

The Contractor shall comply with the Public Entity Crimes Act, section 287.133, Florida Statutes, and the Contractor certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change of circumstances regarding this status. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7** or **Exhibit L, Annual Certification**, as applicable.

J. SARBANES-OXLEY ACT OF 2002

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

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

The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the assurance required by this section, or **Exhibit L, Annual Certification**, as applicable.

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

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

The Contractor shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the assurance required by this section, or **Exhibit L, Annual Certification**, as applicable.

L. SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN IRAN PETROLEUM ENERGY SECTOR 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 7**, certifying the Contractor’s compliance with this section, or **Exhibit L, Annual Certification**, as applicable.

M. SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

The SFWIB’s subgrant agreement with the Florida Department of Economic Opportunity provides that 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 7**, certifying the Contractor’s compliance with this section, or **Exhibit L, Annual Certification**, as applicable.

N. DISCRIMINATORY VENDORS

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

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

The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, certifying the Contractor's compliance with this section, or **Exhibit L, Annual Certification**, as applicable.

O. 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.

P. CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT

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

Q. ENVIRONMENTAL TOBACCO SMOKE

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

R. CHILD LABOR LAWS

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

S. 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.

T. 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.

U. VETERANS’ PRIORITY PROVISIONS

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

V. 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).

W. 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.

X. ASSURANCES – NON-CONSTRUCTION PROGRAMS

The Contractor shall provide a completed **Assurances - Non-Construction Programs, Attachment 8, or Exhibit L, Annual Certification**, as applicable.

Y. INTERGOVERNMENTAL PERSONNEL ACT

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Sec. §4701). The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8, or Exhibit L, Annual Certification**, as applicable.

Z. COMPLIANCE WITH THE HATCH ACT

The Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds, if applicable. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8, or Exhibit L, Annual Certification**, as applicable.

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

When required by federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8, or Exhibit L, Annual Certification**, as applicable.

BB. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8, or Exhibit L, Annual Certification**, as applicable.

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

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8, or Exhibit L, Annual Certification**, as applicable.

DD. 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.

EE. ANNUAL CERTIFICATION

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

FF. SIXTY- (60) DAY TIME LIMIT

Upon receipt and review of the Contract, the Contractor shall notify the SFWIB in writing of any items identified for negotiation. The SFWIB shall schedule a negotiation session within thirty (30) days of receipt of the Contractor's request. Upon conclusion of negotiations, the Contractor shall deliver the fully executed Contract to the SFWIB. In the event a fully executed copy of this Contract has not been delivered to the SFWIB within sixty (60) days of issuance by the SFWIB, or sixty (60) days of contract commencement date, whichever is earlier, the SFWIB shall have the right to rescind the funding award on written notice to Contractor.

GG. CORONAVIRUS DISEASE 2019 ("COVID-19") DISINFECTION AND SANITATION REQUIREMENTS

The Contractor shall ensure that the Contractor's employees are informed of notification requirements regarding exposure to the COVID-19 to protect the health and safety of the public following the Centers for Disease Control's ("CDC's") guidelines.

To protect the health and safety of its employees, visitors, and the general public, employees who have been exposed to or have tested positive for COVID-19 are encouraged to notify the Contractor. The Contractor shall ensure remediation measures to sanitize the CareerSource center are taken according to the protocols set forth by the CDC.

The Contractor shall procure disinfection and sanitation services for reported cases of COVID-19 exposure within the CareerSource center.

When the Contractor receives notification that an employee, or other individual that has been at the CareerSource center has tested positive for, or has been exposed to COVID-19 the contractor shall:

- Notify the SFWIB facilities unit immediately, but not later than the start of the next business day after receiving such notification, verbally and in writing.
- The notification shall include, based on current CDC guidelines, the length of time that the CareerSource center will close due to COVID-19. Please utilize the **CSSF COVID-19 Report, Attachment 11**.
- Coordinate with Contractor's vendor, the date and time for the disinfection and sanitation of the CareerSource center.
- Ensure the proper disinfection and sanitation of the CareerSource center is completed prior to reopening following the current CDC guidelines regarding sanitation.
- Notify the SFWIB facilities unit when sanitation is completed.

Payment for Disinfection and Sanitation: the costs for disinfection and sanitation of the CareerSource center shall be included in the Contractor's budget from the Contractor's allocated funds for the operation of the CareerSource center.

END OF ARTICLE V

SIGNATORY FORM

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

AUTHORIZED SIGNATURES FOR: **The College of the Florida Keys**
PROGRAM ENTITLED: **“CareerSource center: Florida Keys”**
CONTRACT NUMBER: **WS-CC-PY’21-35-00**
CFDA NUMBERS: **WIOA AD: 17.258; WIOA DW: 17.278; WIOA RR: 17.278;
TANF: 93.558; SNAP: 10.561; UI: 17.225.**

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

(For Use Only When Contractor Is a Government Entity)

1a. _____ 1b. _____
Signature of Authorized Official **or** Designee

Date Date

2a. **Dr. Jonathan Gueverra** 2b. _____
Typed Name of Authorized Official **or** Designee

3a. **President, The College of the Florida Keys** 3b. _____
Full Title of Authorized Official **or** Designee

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

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

Rick Beasley
Executive Director, SFWIB

Date

TABLE OF CONTENTS

ARTICLE I – INTRODUCTION AND CONDITIONS PRECEDENT		
A.	Parties to Subrecipient Contract-----	Page 1
B.	Definitions-----	Page 2
C.	Effective Term-----	Page 2
D.	Total Payment-----	Page 2
E.	Statement of Work/Program Design and Service Delivery-----	Page 2
F.	Conditions Precedent-----	Page 2
G.	Insurance-----	Page 3
H.	Licensing -----	Page 5
I.	Level 2 Background Screening Requirement-----	Page 5
J.	Verification of Employment Eligibility (E-Verify)-----	Page 7
K.	Immigration Reform and Control Act -----	Page 8
L.	Anti-Nepotism -----	Page 8
M.	Certification of Conduct-----	Page 8
N.	Codes of Conduct-----	Page 9
O.	Gratuities -----	Page 9
P.	Code of Business Ethics-----	Page 9
ARTICLE II – GENERAL CONDITIONS		
A.	Adherence to the Terms and Conditions of Formal Solicitation-----	Page 10
B.	Applicable Laws-----	Page 10
C.	Federal Funding Accountability and Transparency Act (FFATA) -----	Page 10
D.	Self-Assessment Questionnaire-----	Page 10
E.	Termination -----	Page 11
F.	Breach of Contract -----	Page 11
G.	Breach of Contract: SFWIB Remedies-----	Page 13
H.	Damages Sustained -----	Page 14
I.	Notices -----	Page 14
J.	Notification of Legal Action-----	Page 14
K.	Other Notifications-----	Page 14
L.	Autonomy -----	Page 14
M.	Indemnification -----	Page 15
N.	Prior Agreements -----	Page 15
O.	Joint Preparation -----	Page 15
P.	No Assignment-----	Page 15
Q.	Authority to Execute Agreement -----	Page 15
R.	Subcontracting-----	Page 15
S.	Modifications-----	Page 16
T.	Severability -----	Page 16
U.	Persons With Disabilities and Accessibility of Facilities -----	Page 16
V.	CareerSource center and Furniture Maintenance -----	Page 16
W.	Copyright, Patents, Right to Data-----	Page 17

X.	Rights to Inventions Made Under a Contract or Agreement-----	Page 17
Y.	Intellectual Property Rights -----	Page 17

ARTICLE III – PROGRAM MANAGEMENT

A.	Performance -----	Page 19
B.	Program Reports-----	Page 19
C.	Supervisory Case Review-----	Page 19
D.	Monitoring-----	Page 19
E.	File Maintenance-----	Page 19
F.	File Ownership-----	Page 21
G.	Florida Public Records Law-----	Page 21
H.	Audit, Inspection and Access to Records -----	Page 22
I.	Records Retention-----	Page 22
J.	Confidentiality of Records-----	Page 22
K.	Violation of the Privacy Act -----	Page 24
L.	Information Security Obligations -----	Page 24
M.	Pell Grant and Other Financial Aid-----	Page 26
N.	Staffing Requirements-----	Page 26
O.	Training of Staff-----	Page 26
P.	Grievance Procedures -----	Page 26
Q.	Limited English Proficiency (LEP) -----	Page 27
R.	Abuse, Neglect, and Exploitation Incident Reporting -----	Page 27
S.	Public Announcements and Advertising -----	Page 27

ARTICLE IV – FISCAL MANAGEMENT

A.	Internal Controls and Accounting Records -----	Page 29
B.	Program Income-----	Page 29
C.	Return of Funds -----	Page 29
D.	Deobligation for Non-Performance-----	Page 30
E.	Voluntary Deobligation-----	Page 30
F.	Budget Summary-----	Page 30
G.	Contractor’s Cost Allocation Plan and Indirect Cost Rate-----	Page 31
H.	Monthly Invoicing-----	Page 32
I.	Late Invoicing-----	Page 33
J.	Participant Costs-----	Page 33
K.	Training Services Expenditure Requirement-----	Page 35
L.	Procurement Requirements -----	Page 35
M.	Purchase of American Made Products -----	Page 36
N.	Inventory-----	Page 36
O.	Financial Closeout-----	Page 37
P.	Expenditure of Public Funds for Food, Beverage and Dining Activity-----	Page 38
Q.	Expenditure for Travel Expenses -----	Page 38
R.	Salary & Bonus Limitation-----	Page 38
S.	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards -----	Page 38

T.	Construction and Renovation of Facilities Using Federal Funds-----	Page 39
U.	Administrative Provisions Under Title I of the Workforce Innovation and Opportunity Act Administrative Rules, Costs And Limitations-----	Page 39
V.	Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations-----	Page 39

ARTICLE V – ASSURANCES AND CERTIFICATIONS

A.	Compliance with the Health Insurance Portability and Accountability Act (HIPPA)-----	Page 40
B.	Incorporation of Compliance with Specific Appropriation 2006 of the 2011 General Appropriations Act Proviso and 2011 Appropriations Implementing Bill Requirements by Reference-----	Page 40
C.	Trafficking Victims Protection Act of 2000 -----	Page 41
D.	Certification Regarding Lobbying – Florida Statute-----	Page 41
E.	Byrd Anti-Lobbying Amendment (31 U.S.C. §1352)-----	Page 41
F.	Debarment And Suspension (E.O.'S 12549 and 12689)-----	Page 41
G.	Government-Wide Requirements for Drug-Free Workplace -----	Page 41
H.	Non-Discrimination and Equal Opportunity-----	Page 41
I.	Public Entity Crimes (§287.133, Florida Statutes) -----	Page 42
J.	Sarbanes-Oxley Act of 2002-----	Page 42
K.	Association of Community Organization For Reform Now (ACORN) Funding Restrictions Assurance -----	Page 43
L.	Scrutinized Companies -----	Page 43
M.	Scrutinized Companies that Boycott Israel -----	Page 43
N.	Discriminatory Vendors -----	Page 43
O.	Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), As Amended-----	Page 44
P.	Certification Regarding Florida Clean Indoor Air Act -----	Page 44
Q.	Environmental Tobacco Smoke -----	Page 44
R.	Child Labor Laws -----	Page 44
S.	Equal Treatment For Faith-Based Organizations-----	Page 44
T.	Charitable Choice (45 CFR § 260.34)-----	Page 45
U.	Veterans’ Priority Provisions -----	Page 45
V.	Compliance with Energy Efficiency Provision -----	Page 45
W.	Compliance with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA -----	Page 45
X.	Assurances – Non-Construction Programs-----	Page 45
Y.	Intergovernmental Personnel Act-----	Page 45
Z.	Compliance With The Hatch Act-----	Page 46
AA.	Davis Bacon Act, as Amended (40 U.S.C. 3141-3148)-----	Page 46
BB.	Copeland Anti-Kickback Act -----	Page 46
CC.	Contract Work Hours and Safety Standards Act (40 U.S.C. §3701-3708)-----	Page 46
DD.	Whistleblower’s Act -----	Page 46
EE.	Annual Certification -----	Page 47
FF.	Sixty (60) Day Time Limit-----	Page 47

EXHIBITS:

Attachment 1 - Affirmation/Acknowledgement Form

Attachment 2 - Confidentiality Agreement

Attachment 3 - Individual Non-Disclosure and Confidentiality Certification Form

Attachment 4 - Confidentiality Acknowledgement Form

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

Attachment 6 - Trafficking Victims Protection Act of 2000

Attachment 7 - Assurances and Certifications

Attachment 8 - Assurances – Non-Construction Programs

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

Attachment 10 - Affidavit of Good Moral Character

Attachment 11 – CSSF COVID-19 Report

Attachment 12 – Property Inspection Report

Attachment 13- Miami-Dade Resolutions

Exhibit A - Statement of Work

Exhibit AA –Program Design and Service Delivery

Exhibit B - Code of Business Ethics Affidavit

Exhibit C - Self-Assessment Questionnaire

Exhibit D - Payment Provisions

Exhibit E - Reporting Requirements

Exhibit F – Definitions

Exhibit G - Financial Closeout Procedures

Exhibit H - Budget for Administrative Costs and Program Costs

Exhibit I - Contract Invoice

Exhibit J - Performance Payment Invoice

Exhibit K – Intentionally Left Blank

Exhibit L – Annual Certification

Exhibit M – Award Letter