

TRAINING VENDOR AGREEMENT

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

TRAINING VENDOR
The College of the Florida Keys

AGREEMENT NUMBER
WS-TVA-22-37-00

Principal Address:
5901 College Road
Key West, Florida 33040

ARTICLE 1 PARTIES TO AGREEMENT

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

ARTICLE 2 INTRODUCTION

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

This Agreement does not constitute the SFWIB’s commitment to refer customers to Training Vendor. Training Vendor shall not promise or guarantee that a potential customer will be eligible for subsidized training through any SFWIB-funded program or activity. The Training Vendor shall not promise or guarantee that a potential customer will be eligible for or receive an ITA voucher from the SFWIB or the SFWIB’s authorized representative for Training Vendor’s training.

ITA Vouchers issued pursuant to this Agreement are being provided with funds from the Workforce Innovation and Opportunity Act (“WIOA”) Title I - (Adults, Dislocated Workers, and Youth); National Emergency Response (“NER”); Rapid Response (“RR”); Trade Adjustment Act (“TAA”); and Temporary Assistance for Needy Families (“TANF”) for training and employment placement services for eligible individuals.

ARTICLE 3 EFFECTIVE TERM

This Agreement shall commence upon **July 1, 2022**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2025**, unless earlier terminated as provided below.

ARTICLE 4 STATEMENT OF WORK

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

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

ARTICLE 5 FUNDING AVAILABILITY

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

ARTICLE 6 COMPENSATION

The SFWIB agrees to compensate the Training Vendor for the costs associated with the provision of services provided in accordance with **Exhibit A, Statement of Work**. The maximum amount payable shall not exceed the cost per approved training program as set forth in **Exhibit C, Approved Training Program Cost Listing** and shall be paid in accordance with **Exhibit A, Section F - Payment Process and Invoicing**, which is attached hereto and incorporated herein by reference.

The Training Vendor shall not hold SFWIB participants, who enroll in a program prior to a cost modification, liable for the said costs that may exceed the pricing set forth in **Exhibit C, Approved Training Program Cost Listing**. It is the Training Vendor's sole responsibility to ensure the correct program costs are submitted and entered into the WFMS when updates occur.

ARTICLE 7 CONDITIONS PRECEDENT

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

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

ARTICLE 8 LICENSING

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

ARTICLE 9 INSURANCE

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

ARTICLE 10 VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

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

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

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

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

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

ARTICLE 11 IMMIGRATION REFORM AND CONTROL ACT

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

**ARTICLE 12
CONTINUATION OF SERVICES**

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

**ARTICLE 13
CERTIFICATION OF CONDUCT**

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

**ARTICLE 14
CODES OF CONDUCT**

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

**ARTICLE 15
GRATUITIES**

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

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

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

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

**ARTICLE 16
CODE OF BUSINESS ETHICS**

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

ARTICLE 17

APPLICABLE LAW AND VENUE

- 17.1. The Training Vendor shall comply with all applicable federal, state, and local laws and regulations, including those of the WIOA (Pub. L. 113-128) and TANF as may be amended from time to time, as well as all applicable SFWIB's directives, policies and procedures, in the implementation of the terms and conditions of this Agreement or modifications thereto.
- 17.2. The Training Vendor shall ensure that all its activities under this Agreement are conducted in conformance with these provisions, as applicable: 45 CFR Part 74, 45 CFR Part 75, 45 CFR Part 92, 29 CFR Part 97, 20 CFR Part 600 *et seq.*, 20 CFR Part 667, Subpart B, 45 CFR 98, the TANF, 45 CFR Parts 260-265, and all other applicable federal regulations.
- 17.3. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any legal controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to and resolved under the jurisdiction of the state courts of the Eleventh Judicial Circuit of Miami-Dade County, Florida, to the exclusion of all others.
- 17.4. Parties understand and agree that they are subject to all federal and state laws and Training Vendor policies relating to the confidentiality of student information. Parties further agree to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 *et. seq.*, as may be amended. Parties shall regard all student information as confidential and will not disclose the student information to any third party.

ARTICLE 18 TERMINATION

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

accordance with the terms of the Contract prior to the date of the notification of termination. The Training Vendor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits as a result of a termination due to the lack of funds.

ARTICLE 19 BREACH OF CONTRACT

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

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

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

ARTICLE 20 BREACH OF CONTRACT: SFWIB'S REMEDIES

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

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

ARTICLE 21 NOTICES

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

ARTICLE 22 CHANGE IN CONDITION/NOTIFICATION OF LEGAL ACTION

The Training Vendor shall notify the SFWIB in writing within **five (5)** days of any material change from the Training Vendor's present financial or other condition, which could significantly affect the Training Vendor's ability to perform

or comply with any provision of this Agreement, or any continuation of services to participants enrolled in training under this Agreement. Material changes include, but are not limited to: bankruptcy of the Training Vendor, lawsuits or other legal action which may impact the financial viability of the Training Vendor, suspicions or official investigations of fraud or abuse on the part of the Training Vendor’s staff, officers or directors, resignation of key staff, theft or loss of funds, and a change in status or loss of accreditation, licensing, certifications or equipment which support this Agreement for training services.

**ARTICLE 23
AUTONOMY**

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

**ARTICLE 24
INDEMNIFICATION**

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

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

**ARTICLE 25
PRIOR AGREEMENTS**

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

The following Attachments and Exhibits are incorporated into this Agreement:

Description

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

**ARTICLE 26
NO ASSIGNMENT**

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

**ARTICLE 27
AUTHORITY TO EXECUTE AGREEMENT**

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

**ARTICLE 28
MODIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 31 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

ARTICLE 32 INTELLECTUAL PROPERTY RIGHTS

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

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

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

ARTICLE 33 PERFORMANCE

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

ARTICLE 34 ACCESS TO TRAINING SITE

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

**ARTICLE 35
FLORIDA PUBLIC RECORDS LAWS**

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

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

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

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

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

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

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

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

ARTICLE 36 RECORDS RETENTION

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

ARTICLE 37 CONFIDENTIALITY OF RECORDS

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

ARTICLE 38 INDIVIDUAL NON-DISCLOSURE AND CERTIFICATION FORM

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

by reference prior to permitting those individuals to perform any work under or relating to this Contract.

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

ARTICLE 39 VIOLATION OF THE PRIVACY ACT

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

ARTICLE 40 INFORMATION SECURITY OBLIGATIONS

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

Agreement, the Training Vendor shall comply with section 501.171, Florida Statutes, as applicable. When notification to affected persons is required under this section of the statute, the Training Vendor shall provide such notification, using the SFWIB's approved format, not later than seven (7) calendar days following the determination of any potential breach of personal or confidential data.

- 41.1.9. For purposes of this Agreement, "security breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Training Vendor is not a security breach, provided the information is not used for a purpose unrelated to the Training Vendor's obligations under this Agreement or is not subject to further unauthorized use.
- 41.1.10. The Training Vendor shall be wholly liable for security breaches and personal identity theft committed by its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom the Training Vendor exposes or authorizes to access confidential information obtained under this Agreement, including, but not limited to volunteers. The Training Vendor shall be liable for: (1) direct payment and/or reimbursement of all costs incurred for notifying and providing identity theft protection services to customers who may be victims of the security breaches and personal identity theft; (2) resolving any and all claims related thereto; and (3) all other costs and damages resulting from security breaches or personal identity theft.
- 41.1.11. The Training Vendor shall notify the SFWIB's Regional Security Officer(s) at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Helpdesk at helpdesk@careersourcesfl.com with the appropriate system form, as follows:
- WFMS – CareerSource South Florida ("CSSF") Application Development Unit Security Access Form.
- 41.1.12. If the employee has security access to multiple systems, the Training Vendor shall submit all corresponding forms.
- 41.1.13. For employees that only have a CSSF **network account and/or VPN account**, only an email requesting disabling of the account(s) is required at time of termination.
- 41.2.** Failure to comply with this **Article 40, Information Security Obligations**, shall constitute a breach of this Agreement.

ARTICLE 41 PELL GRANT AND OTHER FINANCIAL ASSISTANCE

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

ARTICLE 42 GRIEVANCE PROCEDURES

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

ARTICLE 43 LIMITED ENGLISH PROFICIENCY ("LEP")

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

ARTICLE 44
ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING

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

ARTICLE 45
PUBLIC ANNOUNCEMENTS AND ADVERTISING

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

ARTICLE 46
RETURN OF FUNDS

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

ARTICLE 47
PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

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

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

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

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

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

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

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

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

ARTICLE 51
RELATED PARTY CONTRACTS

The Contractor shall comply with the requirements of the Reimagining Education and Career Help (REACH) Act, Chapter 2021-164, Laws of Florida (House Bill 1507) as specified in **Attachment 3, The Florida Department of Economic Opportunity Memorandum dated July 1, 2021** attached hereto and incorporated herein by reference. The Contractor shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 5**.

ARTICLE 52
TRAFFICKING VICTIMS PROTECTION ACT OF 2000

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

ARTICLE 53
LOBBYING - FLORIDA STATUTE

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

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

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

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

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

ARTICLE 56
GOVERNMENT-WIDE REQUIREMENT FOR DRUG-FREE WORKPLACE

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

ARTICLE 57
CIVIL RIGHTS REQUIREMENTS

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

ARTICLE 58
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, 20 U.S.C. 1681 et. seq., which prohibits discrimination on the basis of sex in educational programs, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R., Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Training Vendor receives federal financial assistance;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the basis of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (c) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order (“EO”) No. 11246, “Equal Employment Opportunity”, as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”, and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

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

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

ARTICLE 59

PUBLIC ENTITY CRIMES (SECTION 287.133, FLORIDA STATUTES)

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

ARTICLE 60

SARBANES-OXLEY ACT OF 2002

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

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

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

ARTICLE 61 ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (“ACORN”) FUNDING RESTRICTIONS ASSURANCE

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

ARTICLE 62 SCRUTINIZED COMPANIES

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

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

ARTICLE 63 DISCRIMINATORY VENDORS

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

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

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

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

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

ARTICLE 65
CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT

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

ARTICLE 66
ENVIRONMENTAL TOBACCO SMOKE

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

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

ARTICLE 67
EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

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

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

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

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

ARTICLE 68
CHARITABLE CHOICE (45 CFR §260.34)

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

A religious organization that receives federal TANF or state MOE funds shall not, in providing program services or benefits, discriminate against a TANF applicant or recipient on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If an otherwise eligible TANF applicant or recipient objects to the religious character of a TANF service provider, the recipient is entitled to receive services from

an alternative provider to which the individual has no religious objection.

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

**ARTICLE 69
VETERAN'S PRIORITY PROVISIONS**

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

**ARTICLE 70
COMPLIANCE WITH ENERGY EFFICIENCY PROVISION**

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

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

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

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

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

**ARTICLE 73
INTERGOVERNMENTAL PERSONNEL ACT**

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

**ARTICLE 74
COMPLIANCE WITH THE HATCH ACT**

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

**ARTICLE 75
DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)**

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

ARTICLE 76 COPELAND ANTI-KICKBACK ACT

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

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

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

ARTICLE 78 WHISTLEBLOWER’S ACT

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

ARTICLE 79 SURVIVAL

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

**ARTICLE 80
JOINT PREPARATION**

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

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

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

**ARTICLE 82
ANNUAL CERTIFICATION**

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

**ARTICLE 83
FAR DEVIATION CLAUSE**

Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors

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

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

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

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

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

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

Contractor's compliance with this article is stayed pending resolution of all lawsuits in the courts of the United States which extend jurisdiction over the application of this Executive Order on the Contractor. Upon the resolution of all such lawsuits, the Contractor agrees to abide by the then-applicable sections of the Executive Order, or as otherwise

determined by the courts., so long as the requirements do not run contrary to State Law, State Executive Order, or any order issued by a court of competent jurisdiction.

INTENTIONALLY LEFT BLANK

SIGNATORY FORM

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

AUTHORIZED SIGNATURES FOR: **The College of the Florida Keys**
AGREEMENT NUMBER: **WS-TVA-PY'22-37-00**
CFDA NUMBER: **WIOA AD: 17.258; WIOA RR: 17.278; WIOA DW: 17.278;**
WIOA Youth: 17.259; TAA: 17.245; TANF: 93,558

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

1a. _____ 1b. _____
Signature of President or Vice-President

_____ Date _____ Date

2a. Dr. Jonathan Guevara 2b. _____
Typed Name of President or Vice-President

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

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

BY: _____ Date _____
Rick Beasley, Executive Director
South Florida Workforce Investment Board

CONFIDENTIALITY AGREEMENT

Department of Economic Opportunity (DEO) policy concerning safeguarding confidential information obtained from applicants, participants, employers and other sources is based on legislative direction and federal and state statutes and rules. These confidential records may include, but not limited to, personal identifying information of program applicants, recipients, or participants such as names, social security numbers, payroll information, employer information and resource and referral information, which are private and confidential under federal and state laws and rules, including 20 Code of Federal Regulations (CRF) 603.9, 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1) Florida Statutes (F.S.), and rule 73B-1, Florida Administrative Code (FAC).

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

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

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

Confidential Information Certificate

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

Company Name (type or print)

Authorized Representative signature

Date

Individual Non-Disclosure and Confidentiality Certification Form

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

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

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

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

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

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

MEMORANDUM

DATE: July 1, 2021

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

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

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

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

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

Related Parties

A related party includes any:

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

Process for Related Party Contracts

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

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

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

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

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

Posting Related Party Contracts to Local Board's Website

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

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

LWDBGovernance@deo.myflorida.com.

cc: Steven Gustafson
Charles Williams
Christa Nelson

Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g))
2 CFR § 175.15, Award Term

I. Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not--
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect;
or
 - iii. Use forced labor in the performance of the award or sub-awards under the award.
2. The Department of Labor, Federal awarding agency, may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity--
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either--
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 376.

b. *Provisions applicable to a recipient other than a private entity. The Department of Labor may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity--*

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term;
or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 376.

c. *Provisions applicable to any recipient.*

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

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

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

DISCLOSURE AND CERTIFICATION OF
CONFLICT OF INTEREST IN A CONTRACT

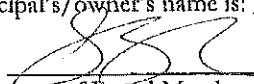
I, Stephanie Scuderi a board member an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR "Other" (describe) _____ (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: SFWIB
Contractor Name & Address: The College of the Florida Keys 5901 College Road Key West-FL 33040
Contractor Contact Phone Number: 305 296 9081
Description or Nature of Contract: Training Vendor
Description of Financial Benefit*: n/a

For purposes of the above contract the following disclosures are made: The contractor's principals**/owners***: (check one)

have no relative who is a member of the board or an employee of the board; OR
 have a relative who is a member of the board or an employee of the board, whose name is: _____

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



Signature of Board Member/Employee

Stephanie Scuderi


Print Name

4/14/2022

Date

* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.
** "Principal" means an owner or high-level management employee with decision-making authority.
*** "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S DISCUSSION OR VOTING TO APPROVE THE CONTRACT. BOARD MEMBERS WHO BENEFIT FINANCIALLY OR BOARD MEMBERS OR EMPLOYEES OF THE BOARD WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM VOTING DURING THE PERIOD OF TIME THE VOTES ARE CAST, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERSEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLORIDA STATUTES, OR SECTION 101(f), WIOA.

| | | |
|--|--------------------------------------|-----------------------------------|
|  <p style="text-align: right;">Administrative Policy</p> | | POLICY NUMBER 90 |
| Title: | WIOA Eligible Training Provider List | |
| Program: | Division of Workforce Services | |
| Adopted: | March 1, 2016 | |
| Effective: | March 1, 2016 | |

I. PURPOSE AND SCOPE

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

II. BACKGROUND (if applicable, include revision history)

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

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

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

III. AUTHORITY

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

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

Florida Statutes, Chapter 445 – Workforce Innovation FS Chapter 1005

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

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

IV. POLICIES AND PROCEDURES

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

V. PROCEDURES/POLICY

A. TRAINING PROVIDERS AND PROGRAMS SUBJECT TO ETP REQUIREMENTS

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

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

1. Higher Education

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

2. Apprenticeship programs

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

3. Other public/private providers

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

4. Adult education and literacy activities

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

5. Targeted Occupation List (TOL) Compliance

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

B. ELIGIBILITY UNDER WIOA

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

1. Training Providers Already Eligible Before The Transition Period:

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

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

2. Exempt Eligible Training Providers:

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

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

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

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

C. INFORMATION REQUIREMENTS TO ESTABLISH “INITIAL ELIGIBILITY”

1. Initial Eligibility Pursuant To WIA

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

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

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

services programs. Such information shall support the provider's ability to serve participants under section 122, WIOA. Such information shall include as a minimum, but is not limited to:

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

3. Application:

a. Except for V(B)(2) training providers (registered apprenticeships), all applications for WIOA "Initial Eligibility" must be submitted to each of the Local Boards for which the training provider wants to provide training services. The training provider must specifically identify the program(s) it intends to provide for each Local Area. The training provider shall provide the information described in subparagraph V(C)(2)(a through i) above to the Local Board in a manner that will permit the Local Board to make a decision on inclusion of the training provider on the Local ETPL.

b. A provider that receives "Initial Eligibility" under this paragraph for any program shall be subject to all the requirements for that program even after such "Initial Eligibility" expires.

c. Registered apprenticeship programs are not subject to the "Initial Eligibility" criteria or application requirements. While registered apprenticeships are automatically eligible, not all registered apprenticeship programs may want to be included on the list. Registered apprenticeship programs shall automatically be included on the State ETPL until such time as the

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

4. Future Online Applications

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

D. ADDITIONAL ELIGIBILITY INFORMATION AND CRITERIA FOR LOCAL AREAS

1. Additional Eligibility Information And Criteria

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

2. Local Board ETPL Policy and Procedures

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

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

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

E. INFORMATION REQUIREMENTS TO ESTABLISH "CONTINUED ELIGIBILITY"

1. Two-Year Renewals

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

2. Information

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

a. Verification the provider is licensed, certified, or otherwise authorized under Florida law (if applicable) to provide training services programs. This applies to in-state and out-of-state providers. If an out-of-state provider, Attachment 2 also applies. A section V(B)(1) training provider is exempt from providing verification unless its license, certification or authorization status has changed since its last application.

b. The total number of persons enrolled in the program.

c. The total number of participants enrolled in the program.

d. The total number of persons completing in the program.

e. The total number of participants completing the program.

f. The total number of persons awarded a Recognized Postsecondary Credential (or other credential, if applicable),

g. The total number of participants awarded a Recognized Postsecondary Credential (or other credential, if applicable.)

h. The total number of persons employed after completing in the program.

i. The total number of participants employed after completing the program.

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

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

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

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

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

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

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

i) the accountability of the providers;

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

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

iv) see section V(D) above

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

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

4. Application

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

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

F. MINIMUM PERFORMANCE TARGETS

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

G. EXCEPTIONS TO THE ETPL POLICY REQUIREMENTS

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

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

2. Insufficient Number of Providers

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

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

1. Eligible Training Provider List

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

2. Accompanying Information.

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

a.) with respect to eligible training providers described in subparagraphs V(E)(1), ["Continued Eligibility"], information listed in section V(E)(2)(a-l) and Attachment 1 supplied by such providers, disaggregated by local areas served;

b.) with respect to training providers described in subsection V(C)(2), ["Initial Eligibility"], information listed in section V(C)(2)(a-i) supplied by such providers, disaggregated by local areas served.

c.) such other information as the Local Board determines to be appropriate.

3. Availability And Limitation.

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

4. Public Opportunity To Comment

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

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

I. ENFORCEMENT

1. Supplying Inaccurate Information

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

2. Substantial Violation

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

3. Removal

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

4. Unlawful Remuneration

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

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

5. Repayment

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

5. "Continued Eligibility" Status May Be Removed

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

6. Construction

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

J. COLLECTION AND DISSEMINATION OF INFORMATION

1. ETP Reports To FETPIP and EFM

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

K. APPEALS

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

L. TRANSITION PERIOD FOR IMPLEMENTATION

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

VI. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

VII. ATTACHMENTS (if applicable)

Attachment 1 – Performance Reporting

Attachment 2 – Out of State Training Institutions

ATTACHMENT 1**PERFORMANCE REPORTING**

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

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

ATTACHMENT 2**OUT-OF-STATE TRAINING INSTITUTIONS**

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

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

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

STATEMENT OF WORK

This **Statement of Work** articulates the conditions under which the Training Vendor shall provide South Florida Workforce Investment Board (SFWIB) training services.

A. ELIGIBLE POPULATIONS

Individual Training Accounts (ITA) are available to customers deemed eligible by an SFWIB Contractor (authorized representative) to receive training services through any of the SFWIB funding streams set forth below:

Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, Youth; National Emergency Response (NER); Rapid Response (RR); Trade Adjustment Assistance (TAA); Temporary Assistance to Needy Families (TANF).

B. APPROVED TRAINING PROGRAMS

Available occupational training programs shall be SFWIB-approved and appear on the SFWIB (Workforce Development Area 23) Targeted Occupations List (TOL), a State-compiled list of occupations from which Local Workforce Development Boards' may offer training. Programs no longer appearing on Workforce Development Area 23's TOL shall be removed from the list of approved programs. The SFWIB will honor invoices for participants enrolled in the program prior to the program's removal.

Training services shall be provided at the Training Vendor's SFWIB-approved location(s).

C. INDIVIDUAL TRAINING ACCOUNT (ITA)

Training services are paid for through the use of an ITA. A participant eligible for training services, who has been enrolled in a training program by an SFWIB authorized representative, will receive an initial ITA voucher covering up to and including fifty percent (50%) of the maximum approved ITA amount as set forth in **Section C - Maximum Individual Training Account (ITA) Amount**. Upon the participant's completion of fifty percent (50%) or more of the training program, an ITA voucher will be issued for the remaining maximum approved ITA amount (see **Attachment 1, ITA Policy**).

D. MAXIMUM INDIVIDUAL TRAINING ACCOUNT (ITA) AMOUNT

The maximum ITA amount is a cap on the amount payable for each approved program. **Exhibit D, Approved Training Program Cost Listing**, shows the maximum ITA amount per Training Vendor approved program.

The maximum ITA amount per public school training program is set at 100% of the public institutions' submitted cost information. The maximum ITA amount per private school training program shall be based on a public school's comparable training program and within the applicable quadrant benchmark category. Where there is no approved public school comparable program, the cost of the approved private training vendor's program shall be based on the previous program year's maximum ITA amount, a Florida public school's comparable program, and within the applicable quadrant benchmark category. The maximum ITA amount per program is adjusted annually by the SFWIB, following receipt of the public school's new Program Year (PY) cost information.

Moreover, the SFWIB further cap the amount of each program's maximum ITA based upon the program's occupational growth and salary rate category, i.e. High Growth/High Wage, Low Growth/High Wage, High Growth/Low Wage and Low Growth/Low Wage. The occupational growth and salary caps are as follows:

| Growth and Salary Rate Category | Amount |
|--|--|
| High Growth/High Wage | up to and including \$10,000.00 |
| Low Growth/High Wage | up to and including \$7,500.00 |
| High Growth/Low Wage | up to and including \$5,000.00 |
| Low Growth/Low Wage | up to and including \$2,500.00 |

The Training Vendor shall adhere to the maximum ITA amount of a program when submitting an invoice for payment. Where a private Training Vendor's total program cost is less than the assessed maximum ITA amount for that program, the lower amount shall be paid.

The Training Vendor shall adhere to the SFWIB-approved ITA cost structure. The SFWIB reserves the right to modify the SFWIB-approved ITA cost structure in any manner and at any time, at the sole discretion of the SFWIB.

E. FUNDING AVAILABILITY

The referral of eligible participants, as set forth in **Section A - Eligible Populations**, is contingent upon the availability of funding, as well as, the SFWIB's need for such services to be provided.

F. PAYMENT PROCESS AND INVOICING

The SFWIB authorized representative shall issue a voucher to the participant, payable under the Training Vendor's legal business name. The participant shall present the ITA voucher to the Training Vendor within ten (10) calendar days from the date of issuance. If the participant does not present the voucher within the ten-day period, the voucher will be voided automatically by the Workforce Management System (WFMS); thus requiring the issuance of a new voucher, contingent upon the availability of funding.

To secure payment for training services rendered, the Training Vendor shall submit both an original system-generated invoice and the original ITA voucher to the SFWIB after the participant has attended fourteen (14) consecutively scheduled classes or the maximum number of scheduled classes, and within thirty (30) calendar days of the voucher issuance date.

The Training Vendor shall be responsible for refunding to the SFWIB any payments made based upon improperly supported or erroneous invoices, and/or for charges which violate the terms of this Agreement, applicable federal, state or local regulations, and the SFWIB Policies, Procedures and Directives.

G. WORKFORCE MANAGEMENT SYSTEM (WFMS)

It is the responsibility of the Training Vendor to navigate the WFMS competently. In order to gain proficiency, the Training Vendor has the option of contacting the SFWIB Training Coordinator to schedule a WFMS tutorial.

The Training Vendor shall timely update all participant data in the Training Vendor Management System (TVMS) section of the WFMS. Required data includes information on training status, such as the actual start/end date, attendance/non-attendance, drop, withdrawal, training progress, credential attainment and placement information. All fields must be completed accurately. The WFMS will not allow backdating of certain fields (e.g.; estimated and/or actual dates). The Training Vendor must have verifiable documentation to support all data entered into the WFMS, including, but not limited to, modifications to the training program end date/completion date. All extensions must be submitted and approved by CSSF Headquarters staff. The documentation must be retained in accordance with Article 37, Records Retention of the Agreement.

The Training Vendor shall inform the SFWIB authorized representative of a participant's drop/withdrawal date from a training program **within five (5) business days** of the occurrence, and must close the training in the WFMS.

H. RECONCILIATION

The Training Vendor shall cooperate with the SFWIB and the SFWIB's authorized representatives in the reconciliation of discrepant participant training related data. The Training Vendor shall enter participant training performance data into the Reconciliation Tool section of the WFMS and communicate with the SFWIB and the SFWIB authorized representatives to verify the accuracy of the data. All required fields must be reconciled on a monthly basis.

The Training Vendors shall review and update participant-training data from the 1st day up to and including the 10th of each month. A WFMS Reconciliation Tool-generated Training Discrepancy Report is available on the 11th of each month, at which time the Training Vendor shall review, update, and correct all training and placement discrepant data indicated in the report within five (5) days. Training Vendors who fail to review and reconcile by the 16th of each month shall be barred from receiving an ITA for new participants. Placement Data must match the data entered into the Employ Miami-Dade System by the SFWIB or the SFWIB's authorized representatives.

Failure to correct discrepant data within the time allotted (by the 16th of each month) shall result in the Training Vendor being barred from receiving an ITA for new participants from the SFWIB and the authorized SFWIB representative(s); and the SFWIB and the authorized SFWIB representative(s) shall be barred from enrolling new participants into any of the Training Vendor's training program.

Once in compliance with the reconciliation requirements, privileges to receive and enroll new participants will be wholly restored to the Training Vendor, the SFWIB, and an SFWIB authorized representative(s).

I. PARTICIPANT REFERRAL AND RECRUITMENT

Participants referred to training services by the SFWIB or an SFWIB authorized representative may only enroll in SFWIB approved training programs. The Training Vendor shall not enroll any participant in training without an ITA from the SFWIB or an SFWIB authorized representative.

In compliance with CareerSource Florida's Administrative Policy #90, the use of unlawful remuneration to the participant in return for attending a Training Vendor's institution is **strictly prohibited**. Unlawful remuneration does not include student financial aid assistance programs.

J. QUALITY OF TRAINING

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

1. Instructors/trainers, counselors and other professional and paraprofessional staff shall be properly certified, if required by the state of Florida Department of Education and other agencies, and be qualified to perform their duties. The SFWIB, at its sole discretion, shall reserve the right to review and approve staff qualifications and certifications.
2. Equipment and assets shall always be maintained and in good working condition.

K. LANGUAGE REQUIREMENT

The Training Vendor is required to conduct all training in the English language in those occupations/programs where licensing and certification examinations are only offered in the English language. This requirement is to ensure that SFWIB participants are able to comprehend the licensing and certification examinations.

L. PELL GRANT AND OTHER FINANCIAL AID

All SFWIB participants requesting an ITA are required to apply for the Pell Grant (Title IV) prior to enrolling in training by completing the Free Application for Federal Student Aid (FAFSA) form. If the Training Vendor or the Training Vendor's program is not Title IV eligible, the participant must provide a printout from the FAFSA system evidencing the school or program is not listed in the FAFSA system, therefore the participant is unable to complete the FAFSA form.

SFWIB participants enrolling in a PELL eligible training program must provide the Expected Family Contribution (EFC) number and the Pell award amount at the time of enrollment. In the case where the Pell award changes from the amount stipulated in the original award letter, the previously approved ITA amount paid by the SFWIB cannot be adjusted. In the case where the Pell award is in excess of the ITA voucher amount used when the SFWIB participant enrolled, the Training Vendor shall reimburse the SFWIB the difference within ten (10) days of the occurrence.

The Training Vendor shall ensure that each participant is aware of all requirements for financial aid. If a Pell eligible SFWIB participant's ITA and Pell Grant do not cover the full cost of the program, the Training Vendor shall advise the participant that he/she may be required to obtain a student loan, grants, and/or other financial aid to cover the cost of the program. An acknowledgement form stating the same shall be signed by the participant and kept on file.

In cases where an SFWIB participant is not Pell eligible, or the school or program is not Title IV eligible, it shall be the sole responsibility of the SFWIB participant to obtain student loans and/or other financial aid to cover the cost of the training program not covered by the ITA amount.

The Training Vendor is hereby advised that the SFWIB shall not be responsible for any debts incurred by the participant for student loans or other financial aid. Any outstanding balances for training not covered by the ITA shall be the sole responsibility of the participant.

The Training Vendor agrees to provide the SFWIB or the SFWIB authorized representative with written documentation regarding other financial aid received by each participant. The documentation shall include, at a minimum, the notice of award with the participant's name, the last four digits of the participant's social security number, the participant's student identification number that lists each type of financial aid received, the amounts (if known), and the source of the funds.

M. DUPLICATION OF PAYMENT

The Training Vendor shall reimburse the SFWIB for any duplicate payments. Additionally, the SFWIB reserves the right to withhold payments requested by the Training Vendor to offset duplicate payments.

N. REFUND

The SFWIB **Standardized Refund Policy (Attachment 2)** provides Training Vendors with a uniform approach for the disbursement of refunds to the SFWIB. Where the *Standardized Refund Policy conflicts with the ITA Policy*, the **ITA Policy (Attachment 1) is controlling**.

O. PERFORMANCE REQUIREMENTS

In accordance with federal law, the SFWIB monitors the performance of its Training Vendors. The Training Vendor shall annually submit to the SFWIB Office of Continuous Improvement (OCI) verifiable program-specific performance information demonstrating it meets a minimum of three of the following five SFWIB performance measures, relevant to each training program offered. Two of the three performance measures must be the Placement after Training and Post-Secondary Credential Attainment Rate Standard. The table below outlines the performance measure requirements:

| Performance Measure | Performance Standard |
|--------------------------------------|--|
| Completion Rate | 70% |
| Placement After Training | 75% |
| Training-Related Placement | 75% |
| Post-Secondary Credential Attainment | 70% |
| Economic Benefit Per Placement | Quadrant Benchmark as show in the table below. |

1. Completion Rate – a measure that examines the percentage of participants who successfully complete training in an approved SFWIB program.
2. Placement after Training – a measure that examines those SFWIB participants who completed training and have been placed in unsubsidized employment within 180 days of training completion.
3. Training-Related Placement – a measure that examines those SFWIB participants who have a training outcome and obtained unsubsidized employment in a training-related occupation within 180 days of the outcome. All Training Related Placements must have a wage rate at or above the training program’s Quadrant Benchmark.
4. Post-Secondary Credential Attainment Rate – a measure that examines those SFWIB participants who, during a program year, obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within one (1) year after exit from the training program or who are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.
5. Economic Benefit per Placement – a measure that examines the percentage of the return on investment per approved training program for each participant placed.

The approved program must meet and/or exceed the standard economic benefit per placement by quadrant as shown in the table below:

| Economic Benefit Per Placement | Quadrant |
|--------------------------------|----------|
| Low Growth / Low Wage | \$14,785 |
| High Growth / Low Wage | \$12,493 |
| Low Growth / High Wage | \$31,542 |
| High Growth / High Wage | \$29,201 |

Following the OCI performance audit, programs neither meeting nor exceeding a **minimum of three** of the performance measures will be removed from the following program year’s approved offerings.

Subsequent (Continued) Eligibility Criteria

The Reimagining Education and Career Help (REACH) Act requires existing approved programs meet the **minimum three** performance measures below to be approved for subsequent (continued) eligibility to remain on the SFWIB Eligible Training Provider List (ETPL). A program must have a **minimum five (5)** participants to determine performance success. Training programs with fewer than five (5) participants shall remain on the ETPL until there is sufficient data to determine performance outcomes. The minimum criteria a program shall achieve for completion, earnings, and employment rates of eligible participants to may remain on the ETPL is as follows:

| Performance Measures | Performance Standards |
|----------------------|---|
| Completion Rate | 70% |
| Employment Rate | 75% |
| Income Earnings | Equivalent to or above the state's minimum wage in a calendar quarter |

Apprenticeship programs are not required to meet the aforementioned performance measures standards.

P. CONSUMER REPORTING REQUIREMENTS

As a requirement of this agreement, the Training Vendor shall report participant performance data for each SFWIB approved training program to the Florida Education & Training Placement Information Program (FETPIP) pursuant to section 1008.39, Florida Statutes. The FETPIP is a data collection and consumer reporting system to provide follow-up data on former students and program participants who have graduated, exited or completed a public education or training program within the State of Florida. It is the **sole responsibility** of the Training Vendor to contact the appropriate licensing agency, (i.e. Florida Department of Education) and arrange for data to be collected through the FETPIP.

Training Vendors providing secondary training, education or skills must maintain the appropriate regional accreditation as a secondary public or private school district.

Reporting Data for Training Programs

The SFWIB tracks outcomes associated with each ITA voucher and shall conduct an annual review to assess the performance of the Training Vendor utilizing information reported in the FETPIP and the WFMS. Annual reports submitted by the Training Vendor to the appropriate State and accreditation agencies may also be used to assess performance. The Training Vendor is required to maintain performance information on each SFWIB-approved program that is offered.

The Training Vendor shall enter data on each SFWIB participant in the WFMS using the TVMS (as set forth in **Section G - Workforce Management System**). The SFWIB shall generate and review reports based upon the information that is entered by the Training Vendor into the WFMS.

In general, the FETPIP data is not updated timely; therefore does not reflect the most current information, or capture all data on graduates of the programs offered by the Training Vendor. The Training Vendor shall maintain placement data and/or ensure that specific training program outcomes for SFWIB-funded participants are available and accessible. At a minimum, this data shall include the following:

1. Number of individuals enrolled in the training program,
2. Number and percentage of individuals who completed the applicable program,
3. Number and percentage of individuals who are placed in unsubsidized employment,
4. Number and percentage of training-related placements, and
5. Where appropriate, the rates of licensure or certification, attainment of academic degrees or equivalent, or attainment of other measures of skills for graduates of the applicable training programs.

Training Vendors that provide inaccurate information related to performance data, cost data, and/or fail to comply with the SFWIB's procedures and requests for information may be removed from the eligible Training Vendor List and shall be liable for repayment of all funds received during the period of non-compliance.

Reporting Data for non-WIOA Program Participants

In addition to the data that must be provided on WIOA participants being served by approved programs of study on the

SFWIB ETPL, in accordance with WIOA section 116(d)(4)(a), 20 CFR 677.230(a) and Training and Employment Guidance Letter (TEGL) 03-18, Training Vendors shall provide data on all non-WIOA individuals being served in an approved program of study, regardless of WIOA participation. The primary indicators of performance, using the ETA-9171 report tools, shall at a minimum include the following data:

1. Number of individuals served,
2. Number of exited (includes students who completed, withdrew or transferred out of the program),
3. Number who completed the program,
4. Number of exiters employed in the 2nd quarter after exit,
5. Number of exiters employed in the 4th quarter after exit,
6. Median earnings of exiters in the 2nd quarter after exit,
7. Number of exiters who attained a credential during participation or within
8. one year after exit,
9. Average earnings in the 2nd quarter after exit, and
10. Average earnings in the 4th quarter after exit.

Registered apprenticeships are not required to follow the performance reporting requirements that apply to other eligible training providers.

Q. COMPLIANCE WITH CAREERSOURCE FLORIDA POLICY

The Training Vendor shall comply with CareerSource Florida's Administrative Policy #90 regarding WIOA Eligible Provider Training List and shall be subject to the Enforcement provisions set forth therein and listed below:

1. Supplying Inaccurate Information

Upon a determination that a Training Vendor, or an individual providing information on behalf of the Training Vendor, violated this agreement or federal WIOA (or title I of the Workforce Investment Act of 1998, as in effect on the day before such date of enactment of WIOA), state laws and regulations or SFWIB Policies and Procedures by supplying inaccurate information, the eligibility of such Training Vendor to receive SFWIB funds under this agreement shall be terminated for a period of time that is not less than two (2) years and the Training Vendor's program(s) shall be removed from the SFWIB approved Eligible Training Vendor List for the same length of time. Additionally, the Training Vendor shall be liable for repayment of all funds received during the period of non-compliance. The Training Vendor may be excused if the supplying of inaccurate information was unintentional; however the burden of proof of said defense is upon the Training Vendor.

2. Substantial Violation

Upon a determination that a Training Vendor's programs substantially violated a requirement or requirements under federal WIOA (or title I of the Workforce Investment Act of 1998, as in effect on the day before such date of enactment of WIOA), state laws and regulations or SFWIB Policies and Procedures, the eligibility of such Training Vendors to receive funds under this agreement and chapter 3 (as stated in section 122(f)(1)(B), WIOA) for the program involved, shall be terminated for a period of not less than two years and the Training Provider's program shall be removed from the Eligible Training Providers List (ETPL) for the same length of time. "Substantial Violation" may be construed to be one or more egregious violations in a short period of time or numerous minor violations over a longer period of time.

3. Removal

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

4. Unlawful Remuneration

A Training Vendor's offer of unlawful remuneration to attract participants shall result in the eligibility of such provider to receive funds under chapter 3 (as stated in section 122(f)(1)(B), WIOA) for the program involved to be terminated for a period of not less than two years and the training vendor's program shall be removed from the SFWIB ETPL for the same length of time.

5. Repayment

A Training Vendor whose eligibility is terminated under paragraph Q (1), (2) and/or (3) shall be liable for the repayment of funds received under Chapter 5 of subtitle B of Title I of the Workforce Investment Act of 1998; as in effect on the day before such date of enactment, or "chapter 3 of this subtitle" (as stated in section 122(f)(1)(C), WIOA) during the period of violation described in such subparagraph.

6. "Continued Eligibility" Status May Be Removed

A "Continued Eligibility" Training Vendor whose eligibility is terminated under paragraph (1), (2) (3) or (4) may, at the sole discretion of the SFWIB, lose its status as an SFWIB "Continued Eligibility" Training Vendor and may be required to reapply as an "Initial Eligibility" Training Vendor before being allowed to provide training services.

7. Construction

The above subsections Q (1-6) shall be construed to provide remedies and penalties that supplement, but shall not supplant, civil and criminal remedies and penalties specified in other provisions of law and Article 19 "Breach of Agreement" and Article 20 "Breach of Agreement: SFWIB's Remedies" of the SFWIB's Agreement with Training Vendor.

R. TIME AND ATTENDANCE RECORDS

The Training Vendor shall maintain **original time and attendance records** for SFWIB participants enrolled under this agreement and shall provide a copy of these records to the SFWIB authorized representative as required by the funding stream. The Training Vendor shall also identify the course hours required for each training program and furnish that information to the SFWIB authorized representative.

S. DISALLOWED COSTS

The Training Vendor shall be liable for any disallowed costs which may result from discrepancies discovered via monitoring, reviews, and/or audits conducted by the SFWIB, the state of Florida, and the U. S. Department of Labor or its authorized representative.

SFWIB INDIVIDUAL TRAINING ACCOUNT (ITA) POLICY

I. OF INTEREST TO

The Individual Training Account (ITA) Policy should be of interest to members of the South Florida Workforce Investment Board (SFWIB), Workforce Development Area (WDA) 23 (Miami-Dade and Monroe Counties) CareerSource center contractors (Service Providers), Training Vendors, WDA 23 jobseekers, and SFWIB staff.

II. Subject

Training utilizing Individual Training Accounts (ITAs)

III. Purpose

The purpose of the ITA Policy is to provide all SFWIB stakeholders with uniform guidelines regarding the use of training funds to pay for approved training programs and to determine subsequent program eligibility.

IV. Background

An ITA is the vehicle through which the SFWIB expends training dollars. An ITA may be used to pay for or help defray the cost of training by an approved SFWIB Training Vendor. An ITA may also be used to provide training in an occupation clearly linked to a priority industry that is in local demand or appears on the WDA 23 Targeted Occupations List (TOL). Individual training accounts are available to customers eligible for WIOA Adult, Dislocated Worker, Youth and Welfare Transition programs; however, it should be noted that an ITA is neither an entitlement nor a right.

V. STATUTORY AUTHORITIES

Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-128

Florida Statutes, Title XXXI, Chapter 445 – Workforce Services, State of Florida Workforce Innovation Act of 2000

VI. DEFINITIONS

1. Actual Start Date: the date that the participant commences classes.
2. Approved Training Program: a SFWIB-Approved occupational training program, including online training linked to occupational and program titles seen on WDA 23's current Targeted Occupations List.
3. Assessment: the process by which Career Center staff evaluates eligible participants before they enroll in a training program.

4. Classification of Instructional Program (CIP) Code: designed by the U.S. Department of Education's National Center for Education Statistics (NCES), the 10-digit CIP code provides a taxonomic scheme that supports the accurate tracking, assessment and reporting of fields of study and program completions activity.
5. Completion: the total number of classroom hours or competencies required for a participant's attainment of a certificate or degree.
6. Credential: a formalized recognition (i.e., certificate, certification, degree) of an individual's attainment of measurable technical or occupational skills necessary to obtain employment or advance within an occupation. The technical or occupational skills are generally based on standards developed and/or endorsed by employers. A credential can be stacked with other credentials as part of a sequence to move an individual along a career pathway or up a career ladder. A "work readiness" certificate is not included in this definition as it does not document measurable technical or occupational skills necessary to gain employment or advance within an occupation.
7. Credential Attainment: a participant's attainment of a certificate or degree issued by the State of Florida and/or competencies required for a specific job or occupational group at the conclusion of a course of study.
8. Economic Benefit per Placement: the return on investment per approved training program for each participant placed.
9. Employ Florida (EF): the State of Florida's system for tracking Federal performance on participants enrolled in an Individual Training Account. The tool is another component of the Employ Florida network of workforce services and resources. It is a powerful online tool specifically designed to help connect employers and job seekers.
10. Individual Employment Plan (IEP): is an individualized career service under the WIOA that is developed jointly by the participant and career planner when determined appropriate by the career center or career center operator. The plan is an ongoing strategy to identify employment goals, achievement objectives, and an appropriate combination of services for the participant to achieve the employment goals. As part of the IEP process, participants are provided with information regarding eligible providers of training services and career pathways to attain career objectives.
11. Individual Training Account (ITA): is a scholarship in the form of a voucher that covers training costs (i.e., tuition, fees, books, required materials and supplies) for eligible adult or dislocated workers in need of training services in order to secure employment. The scholarship pays for enrollment in an SFWIB approved training program.
12. ITA Maximum Amount: the maximum dollar amount that can be paid for each SFWIB approved program.

13. ITA Voucher: the system-generated instrument used to pay for SFWIB approved training programs. The instrument is only valid if it contains all required signatures (i.e., participant, career advisor and supervisor).
14. Labor Market Information (LMI): the Florida Department of Economic Opportunity's Labor Market Statistics Center produces, analyzes, and delivers timely and reliable labor statistics information to improve economic decision-making. Information regarding economic indicators, salaries, high and low demand occupations, occupational and demographic data, and more on Florida and more specifically local areas may be obtained. Additional information may be accessed through the U.S. Bureau of Labor Statistics.
15. Occupational Information Network (O*NET): is a Standard Occupational Classification (SOC) based system, accessed as a free online database that contains hundreds of occupational definitions to help students, job seekers, workforce development and human resources professionals, researchers, and others to understand today's world of work in the United States.
16. Occupational Training Area: program titles linked to occupational titles below Bachelor's Degree level listed on the Standard Occupational Classification (SOC) to Classification of Instructional Program (CIP) Crosswalk.
17. Pell Grant: the federal grant available to eligible participants for training program costs, in whole or part.
18. Performance Measures/Standards: a set of Federal, State and local standards for determining a Training Vendor's compliance with completion and placement requirements.
19. Placements: the number of participants that obtain unsubsidized employment following completion of a training program.
20. Quadrant Benchmark: the linkage of an educational program to one of four quadrant categories: High Growth/High Wage (HG/HW), Low Growth/High Wage (LG/HW), High Growth/Low Wage (HG/LW), and Low Growth/Low Wage (LG/LW). The maximum dollar amount allocated for each occupational training area is a direct correlation of the four listed categories.
21. Recognized Postsecondary Credential: an award that requires completion of an organized program of study at the post-secondary level bestowed by an accredited educational institution, an industry recognized association, or an occupational association or professional society. The credential is awarded in recognition of an individual's attainment of measurable technical or industry/occupational skills necessary to obtain employment or advance within an industry/occupation. The types of credentials includes educational diploma, certificate or certification (typically for one academic year or less of study); an associate (2-year) or baccalaureate (4-year) degree;

registered apprenticeship certificate of completion; a license (typically awarded/recognized by the State involved or Federal Government); and industry-recognized or professional association certificate or certification (also known as personnel certifications); and other skill certificates for specific skill sets or competencies within one or more industries or occupations. Work readiness certificates or those awarded by workforce development boards are not part of this definition because neither type of certificate documents the measureable technical or industry/occupational skills necessary to gain employment or advance within an occupation. Similarly, such certificates must recognize technology or industry/occupational skills for the specific industry/occupation rather than general skills related to safety, hygiene, etc., even if such general skills certificates are broadly required to qualify for entry-level employment or advancement in employment.

22. Stackable Credential: a credential that is part of a sequence of credentials that can be accumulated over time to build an individual's qualifications and help them move along a career path or up a career ladder to different and potentially higher-paying jobs.
23. Standard Occupational Classification (SOC) System: a system used by Federal statistical agencies to classify workers into occupational categories for the purpose of collecting, calculating, or disseminating data. This system of occupational code assignments assists users of the information relate a job title or occupational specialty to a six-digit Occupational Information Network (O*NET) SOC occupation.
24. Workforce Management System (WFMS) formerly the Service Account Management System (SAMS): the system for tracking participants' training-related information, i.e., expenditures and performance data.
25. Targeted Industries: industries determined by the SFWIB as a priority for occupational training; currently, those industries are Aviation; Creative Design; Hospitality & Tourism; Information Technology Banking & Finance; Life Science & Healthcare; and Trade & Logistic.
26. Targeted Occupations List (TOL): a State-compiled list of occupations that Local Workforce Development Boards may offer training in.
27. Training-Related Placement: the number of participants that obtain unsubsidized employment in an occupational area relevant to the training program completed.

VII. Assessment

CareerSource center staff is required to individually assess eligible participants for training **prior** to the issuance of an ITA voucher. The assessment process consists of examining a participant's academic and employment background as well as developing an Individual Employment Plan (IEP) which includes short- and long-term career interests. The intent of this process is to assist the participant in selecting a training program in which he/she is likely to succeed, and ultimately contribute to the achievement of economic self-sufficiency.

VIII. Individual Training Account Fee Structure

A. ITA Cost

Training Vendors are required to submit program cost modifications with supporting documentation to SFWIB staff, **no later than April 1st** of the current Program Year (PY) for the next PY. Program cost modifications may include, but are not limited to tuition, the cost of the credential(s) and the projected time frame of credential attainment. The information is used to update the program cost seen on the SFWIB website and in the WFMS. The maximum ITA amount for each program year is derived from the program cost information submitted by public education training vendors.

Specifically, the ITA limit per public school training program is set at 100% of the public institutions' submitted cost information. Where there is no approved public education institution comparable program, the cost of the approved private training vendor's program will be based on the previous program year's maximum ITA amount, a Florida public education institution's comparable program, and within the applicable quadrant benchmark category.

B. Individual Training Account Cap

The maximum cap for the ITA is **\$10,000**.

C. ITA Amount for Occupational Training Areas

The ITA amount for each occupational training area is based on whether the occupation is identified as High Wage/High Growth, High Wage/Low Growth, Low Wage/High Growth, and Low Wage/Low Growth.

The maximum ITA amounts are divided into the four/quadrant categories as follows:

- Occupations identified as High Growth/High Wage **up to and including \$10,000**.
- Occupations identified as Low Growth/High Wage **up to and including \$7,500**.
- Occupations identified as High Growth/Low Wage **up to and including \$5,000**.
- Occupations identified as Low Growth/Low Wage **up to and including \$2,500**.

The formula to determine an occupation's quadrant category is based on the State of Florida's LMI data for the fastest growing occupations within WDA 23 by the growth and salary rates. Annually, the average growth and average salary rates are determined for the identified occupations, sorted by the growth rate and average salary, and placed in the appropriate category.

D. ITA Voucher

A voucher will be issued covering up to and including 50 percent of the maximum approved ITA amount. The actual start date must be entered in the WFMS and the participant must attend class for 14 days after the actual start date of training before the voucher can be submitted for payment. The 14-day period begins when the participant's information is entered in the WFMS, such as actual start date and length of program.

Upon the participant's completion of up to and including 50 percent of the training program, a voucher will be issued for the remaining maximum ITA amount. **Note:** payment of the remaining amount is contingent upon the training provider's submission of documentation evidencing the participant's attendance records to the applicable service provider.

All vouchers must be issued within the same Program Year in which the service(s) was/were rendered.

Please refer to the SFWIB Performance Reporting Requirements Policy & Procedures for more information.

IX. Duration of Training for Individual Training Accounts

Individual Training Accounts can only be used to cover the cost of **up to and including** one year of training. This is a lifetime limit.

Exception: Programs identified by the SFWIB as targeted industries are exempt from the one-year limitation.

If the SFWIB participant's training cost is covered by another funding source, for example Pell Grants or scholarships, of the maximum ITA amount approved only **up to and including** \$2,000 may be issued via voucher to offset the costs of books, certification examination/testing fees, etc., for **up to and including** one year of training.

Note: the \$2,000 is included within the approved maximum ITA amount.

SFWIB participants who elect a training program that is longer than one year (i.e., an Associate in Science (A.S.) degree program) will be responsible for all training costs beyond the one year covered by the ITA.

Associate of Arts (A.A. Degree) and Bachelor Degree programs are not covered by ITAs, except when the SFWIB determines there is a training program that demonstrates effectiveness to serve targeted populations.

X. Financial Aid

A. Pell Grants

All SFWIB participants requesting an ITA are required to apply for the Pell Grant (Pell or Title IV) prior to enrolling in training by completing the Free Application for Federal Student Aid (FAFSA). The Expected Family Contribution (EFC) number and the Pell Award amount must be provided at time of enrollment. Documentation evidencing the participant applied for the PELL grant must be obtained by the training vendor and a copy provided to the service provider to be maintained in the participant's file.

In the case where the Pell award changes from the amount stipulated in the original award letter, the previously approved ITA amount paid by the SFWIB cannot be adjusted.

In the case where the Pell award is in excess of the ITA voucher amount used when the SFWIB participant enrolled, the Training Vendor must reimburse the SFWIB the difference within 10 days of the occurrence.

B. Other Financial Aid/Student Loans

SFWIB participants who are eligible for a Pell Grant that elect to attend training programs, may be required to obtain student loans, grants and/or other financial aid to cover the cost of the program in which they wish to enroll if the ITA amount and the Pell Grant do not cover the full cost of the program. An acknowledgement form stating the same must be signed by the participant and maintained in their file.

If the SFWIB participant is not Pell eligible, or the school or program is not Title IV eligible, the SFWIB participant is required to obtain student loans, grants and/or other financial aid to cover the cost of the program not covered by the ITA amount. The SFWIB will not be responsible for any debts incurred by an SFWIB participant. Any outstanding balances for training not covered by the ITA shall be the sole responsibility of the participant.

The Training Vendor must provide the SFWIB or the SFWIB authorized representative with written documentation regarding other financial aid received by each participant. The documentation shall include, at a minimum, the notice of award with the participant's name, the last four digits of the social security number, student identification number that lists each type of financial aid received, the amounts (if known), and the source of the funds.

XI. **Duplication of Payment**

The Training Vendor shall reimburse the SFWIB for any duplicate payments. Additionally, the SFWIB reserves the right to withhold payments requested by the Training Vendor to offset duplicate payments.

XII. **Limitations**

- 1) Only one training program per SFWIB participant can be paid through the ITA; participants are limited to one lifetime ITA. **Exception:** Programs identified by the SFWIB as targeted industries are exempt from the one-year limitation.
- 2) The SFWIB participant must enroll in school half-time or full-time as defined by the Training Vendor.
- 3) The ITA can only be used for courses that are specifically required for the program of study.
- 4) The SFWIB will only pay once for each required class in an approved training program. The SFWIB will not pay for re-takes. This one-time payment includes remedial courses.
- 5) The SFWIB will only pay once for each required certification examination.

- 6) The Training Vendor is required to conduct all training in the English language in those occupations/programs where licensing and certification examinations are only offered in the English language. This requirement seeks to ensure that SFWIB participants are trained in the same language that they will be tested and able to comprehend the licensing and certification examinations. Associate of Arts (A.A. Degree) and Bachelor Degree programs are not covered by the Individual Training Account, unless as specified under Section IX, Duration of Training for Individual Training Accounts: Exception.
- 7) Individual Training Account (ITA) funds may not be utilized to pay for Microsoft Office Suite (MOS) training; or other training programs that integrate 30 percent or more of MOS training as part of a program's course offerings.

XIII. Workforce Management System (WFMS)

Approved SFWIB Training Vendors shall utilize the SFWIB WFMS Training Reconciliation module to submit information on training status (drop, withdrawals, Pell information, etc.), attendance, training progress, placement, credential attainment information, and performance data on a regular basis. The Training Vendor is required to provide credential information to the Service Provider and any follow-up data.

Service Provider case managers shall track SFWIB participants' training performance through WFMS.

Please refer to the SFWIB Performance Reporting Requirements Policy & Procedures for more information on the responsibilities of Training Vendors and Service Providers relevant to WFMS data reconciliation.

XIV. Performance Measures

Training Vendors who agree to accept an ITA from the SFWIB are required to meet a minimum of three of the following five SFWIB performance measures relevant to each training program offered. Two of the three performance measures must be the Placement after Training and Postsecondary Credential Attainment Rate standard. The table below outlines the performance measure requirements.

| Performance Measure | Performance Standard |
|--|----------------------|
| Completion Rate | 70% |
| Placement After Training | 70% |
| Training-Related Placement | 70% |
| Postsecondary Credential Attainment Rate | 70% |
| Economic Benefit Per Placement | Quadrant Benchmark |
| Low Growth / Low Wage | \$14,785 |
| High Growth / Low Wage | \$12,493 |
| Low Growth / High Wage | \$31,542 |
| High Growth / High Wage | \$29,201 |

A. Completion Rate

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

B. Placement after Training

This measure examines those SFWIB participants who completed training and have been placed in unsubsidized employment within **180** days of training completion.

C. Training-Related Placements

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

D. Postsecondary Credential Attainment Rate

A measure that examines SFWIB participants who, during a program year, obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within one year after exit from a training program; or who are in an education or training program that leads to a recognized postsecondary credential or employment and are achieving measurable skill gains toward such a credential or employment within one year after exit from the program.

E. Economic Benefit per Placement

This measure examines the percentage of the return on investment per approved training program for each participant placed. **The approved program must meet and/or exceed the standard economic benefit per placement by quadrant.**

F. Subsequent Eligibility

Training vendors seeking to have an approved training program considered for renewal, must meet or exceed a minimum of three of the performance measures, of which, two must be the Placement After Training and Post-Secondary Credential Attainment Rate. A training program must have 12 months of continuous performance to review for a reporting period; otherwise the program will be removed. The program will not be considered for renewal for a minimum of one year from the date of removal.

Programs neither meeting nor exceeding a minimum of two of the required measures will be removed from the list of SFWIB approved offerings. Training vendors must resubmit the removed program for programmatic review and SFWIB approval a minimum of one year from the date of removal in order to have the program returned to the list of approved offerings.

XV. Roles and Responsibility

Training Vendors and Service Providers are required to input data relevant to each of the above measures into the Training Reconciliation Module of the WFMS. Additionally, Service Providers are required to input wage data per placement into the WFMS. Supporting documentation for

each system entry must be readily available to the SFWIB for review. Please refer to the SFWIB Performance Reporting Requirements Policy and Procedures for additional information.

XVI. Exceptions

Exceptions to this policy, or any part thereof, must be approved in writing by the SFWIB Executive Director.

SFWIB STANDARDIZED REFUND POLICY

The Training Vendor shall follow the refund procedures set forth herein for SFWIB participants enrolled in the Training Vendor's training program(s):

A. REFUND TYPES

1. PRO-RATED REFUND

The following applies to Training Vendors currently using a pro-rata refund formula:

- a) The Training Vendor shall refund to the SFWIB all monies received from the SFWIB for SFWIB participants who withdraw from a training program within three (3) business days of signing the Training Vendor's enrollment contract.
- b) The Training Vendor shall refund to the SFWIB all monies received from the SFWIB, with the **exception of the registration fee**, for participants who withdraw from a training program after the third (3rd) business day of signing the Training Vendor's enrollment contract, **prior to the first day of classes**.
- c) Where withdrawal occurs after classes have commenced, but prior to completion of fifty percent (50%) of the training, a pro-rated tuition refund, **less the registration fee** shall be computed based on the following:
 - i. Where the period of enrollment is computed based on the number of clocked program hours elapsed, the pro-rated tuition refund is computed based on the total number of actual hours completed as compared to the number of program hours.
 - ii. Where the SFWIB pays for training per term, quarter or semester, the pro-rated tuition refund is computed based on the number of hours completed per term, quarter or semester as compared to the total hours per term, quarter or semester.
 - iii. The Training Vendor shall follow the guidelines listed below when calculating a refund due to the SFWIB:

| Percentage of Program | |
|----------------------------|--------------|
| Tuition Refund %Completion | Due to SFWIB |
| 1 to 10% | 99 - 90% |
| 11 to 20% | 89 - 80% |
| 21 to 30% | 79 - 70% |
| 31 to 40% | 69 - 60% |
| 41 to 50% | 59 - 50% |
| Over 50% | 0% |

- iv. Should the participant complete more than 50% of a training program, the Training Vendor shall not be required to provide a refund to the SFWIB, unless the school's accreditation Board specifies that a refund may be granted in cases where the completion is greater than 50%.

2. ADD/DROP REFUNDS

The following applied to Training Vendors currently using the add/drop formula:

- a) Where a SFWIB participant withdraws from training within three (3) business days of signing the Training Vendor's enrollment contract, the Training Vendor shall refund all monies paid by the SFWIB with the exception of the registration fee.
- b) Where a SFWIB participant withdraws from training after the third (3rd) business day of signing the Training Vendor's enrollment contract, but prior to the first day of class, the training vendor shall refund all monies paid by the SFWIB with the **exception of the registration fee.**
- c) Where a SFWIB participant withdraws from training on or before the first week of class' posted drop/add period, the training vendor will refund 100% of tuition paid by the SFWIB. This does not include the registration fee.
- d) Where a SFWIB participant withdraws after the posted drop/add period, there is no refund due to SFWIB.
- e) Where a SFWIB participant is withdrawn from a class due to a class cancellation, the SFWIB is entitled to a full refund.

B. REFUND PROCESS

1. TERMINATION DATE

The last date of actual attendance by a participant shall be used to compute refunds.

- 2. The Training Vendor shall enter the withdrawal date into the Workforce Management System within five (5) days of the SFWIB participant's termination from training for the refund calculation.
- 3. The Training Vendor shall notify the SFWIB participant's CareerSource South Florida center's career advisor in writing within five (5) business days that the participant has been terminated/withdrawn from the school, and whether a refund is or is not due to the SFWIB. The training vendor shall complete the system generated drop/withdrawal form, indicate the reason for the drop/withdrawal, and provide the refund calculation (reference Attachment 1-A, Electronic Drop/Withdrawal Form).
- 4. All refunds shall be submitted to SFWIB within thirty (30) days of the effective date of termination or withdrawal.

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Note: ITAs are issued in accord with the SFWIB ITA Policy; the initial ITA may cover up to and including 50 percent of the program's maximum ITA amount; the subsequent ITA is issued upon the participant's arrival at the midpoint of the training program's life and may cover up to and including the remaining 50 percent of the program's maximum ITA amount. **Pell Grants:** All participants are required to apply for the Pell Grant and if Pell eligible and the program is a Pell eligible program, then the Pell Grant must be deducted from the total ITA amount. ITAs only cover up to one year of training and neither A.A. nor Bachelor degrees are covered by ITAs. **Tuition Refunds:** For guidance on issuing refunds, refer to the SFWIB Standardized Refund Policy. **Notice:** Case Managers shall advise participants that they may be required to obtain student loans and/or other grants to cover the cost of the program that they wish to enroll in if the ITA amount and the Pell Grant, if eligible for Pell, does not cover the full cost of the program. **SFWIB will not be responsible for any debts that the participants incur.**

| Program Offered | Course Length (Estimated Months) | Tuition Cost | App Reg Fees | Special Course Fees | Student Fees | Books | Materials | Uniforms | Tools | Testing Fees | Certification Fees | Licensing Fees | Other Fees/Costs | Total Program Costs | Maximum ITA Amount |
|---|----------------------------------|--------------|--------------|---------------------|--------------|----------|-----------|----------|--------|--------------|--------------------|----------------|------------------|---------------------|--------------------|
| Carpentry | 800 0 48 | \$0.00 | \$30.00 | \$0.00 | \$0.00 | \$797.25 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$827.25 | \$827.25 |
| CIP: 0 License/ Certification: Y Pell Eligible: N | | | | | | | | | | | | | | | |
| Locations: The College of the Florida Keys - Main Campus 2019 - 2020 TOL: 47-2031.00 Carpenters | | | | | | | | | | | | | | | |
| The College of the Florida Keys-Middle Keys Center | | | | | | | | | | | | | | | |
| The College of the Florida Kyes-Upper Keys Center | | | | | | | | | | | | | | | |
| Electrician | 800 0 48 | \$0.00 | \$30.00 | \$0.00 | \$0.00 | \$797.25 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$827.25 | \$827.25 |
| CIP: 0 License/ Certification: Y Pell Eligible: N | | | | | | | | | | | | | | | |
| Locations: The College of the Florida Keys - Main Campus 2019 - 2020 TOL: 47-2111.00 Electricians | | | | | | | | | | | | | | | |
| The College of the Florida Keys-Middle Keys Center | | | | | | | | | | | | | | | |
| The College of the Florida Kyes-Upper Keys Center | | | | | | | | | | | | | | | |
| Heating & Air-conditioning Installer-Servicer | 800 0 48 | \$0.00 | \$30.00 | \$0.00 | \$0.00 | \$797.25 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$827.25 | \$827.25 |
| CIP: 0 License/ Certification: Y Pell Eligible: N | | | | | | | | | | | | | | | |
| Locations: The College of the Florida Keys - Main Campus 2019 - 2020 TOL: 49-9021.00 Heating, Air Conditioning, and Refrigeration Mechanics and Installers | | | | | | | | | | | | | | | |
| The College of the Florida Keys-Middle Keys Center | | | | | | | | | | | | | | | |
| The College of the Florida Kyes-Upper Keys Center | | | | | | | | | | | | | | | |

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| Program Offered | Clock Hours | Credit Hours | Course Length (Estimated Months) | Tuition Cost | App Reg Fees | Special Course Fees | Student Fees | Books | Materials | Uniforms | Tools | Testing Fees | Certification Fees | Licensing Fees | Other Fees/Costs | Total Program Costs | Maximum TA Amount |
|-----------------|-------------|--------------|----------------------------------|--------------|--------------|---------------------|--------------|----------|-----------|----------|--------|--------------|--------------------|----------------|------------------|---------------------|-------------------|
| Plumber | 800 | 0 | 45 | \$0.00 | \$30.00 | \$0.00 | \$0.00 | \$797.25 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$827.25 | \$827.25 |

CIP-0 License/ Certification: Y Pell Eligible: N

Locations: The College of the Florida Keys - Main Campus
 The College of the Florida Keys-Middle Keys Center
 The College of the Florida Kyes-Upper Keys Center

2019 - 2020 TOL: 47-2152.00 Plumbers, Pipefitters, and Steamfitters

ASSURANCES AND CERTIFICATIONS

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

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

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

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

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

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

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

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

B. CERTIFICATION REGARDING LOBBYING

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

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

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

C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES

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

mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;

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

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

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

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

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

F. SARBANES-OXLEY ACT OF 2002

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

Provisions of the Act – Title XI – Corporate Fraud Accountability

Section 1102 – Tampering with a record or otherwise impeding an official proceeding – "Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object's integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both".

Section 1107 – Retaliation against Informants – "Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any federal offense, shall be fined under this title or imprisoned not more than 10 years, or both".

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

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

H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, FLORIDA STATUTES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified in the section entitled "Contractor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES

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

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

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

The College of the Florida Keys

Contractor Name

Dr. Jonathan Gueverra, President/CEO

*Name and Title of Authorized Representative


Signature of Authorized Representative

3/29/2021

Date

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

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

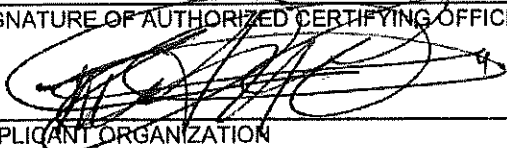
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4726-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  | TITLE President/CEO |
| APPLICANT ORGANIZATION The College of the Florida Keys | DATE SUBMITTED 4/14/2022 |

ANNUAL CERTIFICATION

_____ (name of authorized representative), _____ (title),
on behalf of _____, certifies and assures that all certifications and
assurances on file with the Agreement are current. This certification is incorporated and made a part of
the Agreement #**WS-TVA-22-__-00**.

By: _____ 20 ____

Signature of Affiant

Date

Printed Name of Affiant and Title

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.

Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____