



September 2, 2014

Mr. James K. Scholl
Interim City Manager
City of Key West
3132 Flagler Avenue
Key West, FL 33040

Dear Mr. Scholl:

This is to notify you that the South Florida Workforce Investment Board d/b/a CareerSource South Florida, at the August 21, 2014 meeting, approved to allocate funding for the **Fire Academy Training Program**. The effective period for the funding allocation is **September 1, 2014 through June 30, 2015**.

The estimated **Workforce Investment Act (WIA) Youth** funding awarded to the **City of Key West** for the **Fire Academy Training Program** is an amount not to exceed **\$35,000** for program cost.

The funding will cover instructors' wages, equipment for the students, physical examinations/drug screening, classroom training, orientation, agility tests, CPR and EMT training, and uniforms (shirts, pants, badges, shoes, etc.) for **fifteen (15) WIA eligible** 11th and 12th graders at Key West High School.

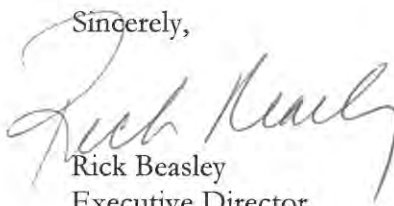
Three (3) sets of the contract for the funded program along with an Operational Documents Package that is required to be submitted are enclosed for your signature. Please sign all three (3) sets of the contract along with the Operational Document package and return to the attention of Roxanne Soto, Contracts Manager. Also, please forward by e-mail a budget for the amounts awarded to the attention of Ms. Soto by not later than **Monday, September 15th, 2014**.



Mr. James K. Scholl
City of Key West
September 2, 2014
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Should you have any questions or concerns, please contact Ms. Myria Morgan at (305) 594-7615 ext. 292 or Ms. Soto at ext. 411.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rick Beasley", written over the printed name.

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

Enclosures

Pc: Michael Davila, City of Key West
Gustavo Alonso, SFWIB/CSSF
Dulce Quiñones, SFWIB/CSSF
Myria Morgan, SFWIB/CSSF
Madalyn Uptgrow, SFWIB/CSSF
Central File, SFWIB/CSSF

**WORKFORCE SERVICES
CONTRACT BETWEEN THE
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
CITY OF KEY WEST**

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

CONTRACTOR
City of Key West
3132 Flagler Avenue
Key West, Florida 33040

TITLE OF CONTRACTOR'S PROGRAM
"WIA Youth - Fire Academy Training Program"
WIA Youth: 17.259

CONTRACT AMOUNT:
\$35,000.00

INDEX CODE NUMBER:
51405

CONTRACT NUMBER:
WS-YS-FATP-PY'14-05-00

CONTRACT PERIOD:
September 1, 2014 – June 30, 2015

ARTICLE I

INTRODUCTION AND CONDITIONS PRECEDENT

A. PARTIES TO CONTRACT

This Contract is made and entered into by and between the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB" and **City of Key West**, hereinafter referred to as the "Contractor". This Contract establishes a sub-recipient, contractual, independent contractor relationship between the SFWIB and the Contractor in which the Contractor accepts substantial financial and programmatic responsibilities for the use of federal, state, and, if applicable, local funds. In consideration of the mutual obligations and covenants and other good and valuable consideration, the parties to this Contract agree as follows below:

B. EFFECTIVE TERM

The term of this Contract shall commence upon **September 1, 2014** and terminate at the close of business on **June 30, 2015**.

C. TOTAL PAYMENT

Subject to the availability of funds to the SFWIB, the maximum amount payable for services rendered under this cost reimbursement and performance-based Contract shall not exceed **\$35,000.00** as distributed among the programs set forth in the table below. Both parties agree that if funding available to the SFWIB is reduced for any reason, the amount payable under this Contract may be reduced at the option and sole discretion of the SFWIB.

FIRE ACADEMY TRAINING PROGRAM	WIA Youth
Program Cost:	\$35,000.00
Total Contract Amount	\$35,000.00

D. STATEMENT OF WORK

The Contractor agrees to render services in accordance with **Exhibit A, Statement of Work**, attached hereto and incorporated by reference as if fully set forth herein.

The Contractor 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. Any modification to the Statement of Work shall not be effective until approved, in writing, by the SFWIB.

E. CONDITIONS PRECEDENT

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

1. Board of Directors Requirements. The Contractor shall ensure that the Contractor's Board of Directors or governing body is apprised of the fiscal, administrative and contractual obligations of the services funded through the SFWIB by passage of a formal resolution authorizing execution of the Contract with the SFWIB.
2. Financial and Compliance Audit. The Contractor is required to have performed an annual certified public accountant's opinion and related financial statements audit in accordance with the single Audit Act Amendments of 1996 and compliance with the State of Florida requirements and the U.S. Office of Management and Budget (OMB) Circulars A-87 (2 CFR part 225), A-110 (codified at 2 CFR part 215), A-122 (2 CFR part 230) and A-133, whichever are applicable. Contractor is required to submit an original copy of the Audit Report within the time line specified in OMB A-133, "Audits of States, Local Governments, and Non-Profit Organizations".

F. INSURANCE

The Contractor, as a self-insured governmental entity, shall provide to the SFWIB, prior to the execution of this Agreement, a letter from the Contractor stating that the Contractor 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 Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor. The SFWIB shall not disburse any funds until the SFWIB is provided with the letter of self-insurance and the SFWIB has approved such document.

G. CERTIFICATION OF CONDUCT

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

H. CODES OF CONDUCT

The Contractor shall maintain written standards of conduct governing the performance of its employees

engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her 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. However, contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

I. GRATUITIES

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

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

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

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

J. ANTI-NEPOTISM

Section 112.3135, Florida Statutes, shall apply to the Contractor and its employees as this statute applies to a public official or agency.

The Contractor shall follow the provisions of section **112.3135, F.S.** with respect to individuals employed through the contracted program. This means the Contractor shall not appoint, employ, promote, or advance or advocate for appointment, employment, promotion, or advancement, in or to a subsidized position in the Contractor's business entity any person who is a relative of the Contractor. The definitions below are incorporated and made a part of this policy.

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

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

K. CODE OF BUSINESS ETHICS

The Contractor shall comply with Sec. 2-8.1 of the Code of Miami-Dade County requiring contractors to adopt a Code of Business Ethics. The Contractor shall adopt the Greater Miami Chamber of Commerce

Model Code of Business Ethics **or** a similar code and shall submit a **Code of Business Ethics Affidavit, Exhibit B**, attached hereto and incorporated by reference as if fully set forth herein stating the Contractor has adopted a Code that complies with the requirements of Sec. 2-8.1 of the Code of Miami-Dade County.

L. SELF-ASSESSMENT

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

M. NO ASSIGNMENT

The Contractor shall not assign this Contract or any rights accruing hereunder in whole or in part.

N. APPLICABLE LAWS

The Contractor shall comply with all applicable federal, state and local laws and regulations, including those of the Workforce Investment Act of 1998 and Temporary Assistance to Needy Families (TANF) (as presently in effect and as same may be amended from time to time during the term of this Contract) as well as all applicable SFWIB directives, policies and procedures, in the implementation of the terms and conditions of this Contract or modifications thereto.

The Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 74 and/or 45 CFR Part 92 and/or 29 CFR Part 97 and/or 20 CFR Part 600 *et seq.*, and/or 20 CFR Part 667, Subpart B, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR Parts 260-265, and all other applicable federal regulations.

O. LEVEL 2 BACKGROUND SCREENING REQUIREMENT

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

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

The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must satisfactorily complete and pass a **Level 2** background screening before working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the Statement of Work, Exhibit A. Contractor shall furnish the SFWIB with proof that the employees, volunteers and subcontracted personnel who will be working for Contractor on this Contract satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

The **Level 2** background screening shall include, but is not limited to, fingerprinting for statewide criminal history records checks through the Florida Department of Law Enforcement (FDLE) and nationwide

criminal history records checks through the Federal Bureau of Investigation (FBI), and may include local criminal records checks through local law enforcement agencies.

- The Contractor shall not hire persons that have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction for any offense prohibited under any of the provisions of section 435.04, Florida Statutes.
- The Contractor shall not hire persons that may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in Chapter 414, Florida Statute, relating to public assistance fraud or Chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in section 741.28 Florida Statute, whether such act was committed in this state or in another jurisdiction.

The Contractor shall make the decision to hire or retain persons on a case-by-case basis where the background screening, for the current and prospective employee, volunteer, and subcontracted personnel with criminal history information unrelated to theft, fraud, or financial crime, is not expressly prohibited by section 435.04, Florida Statutes or other applicable law.

Any current employee, volunteer, or subcontracted personnel with criminal history information described above and as outlined in section 435.04, Florida Statutes shall immediately cease working in any SFWIB-funded program. The Contractor, employees, volunteers and subcontracted personnel must comply with sections 943.0585(4) and 943.059(4), Florida Statutes or other applicable law. Contractor's failure to immediately terminate an employee, volunteer or subcontracted personnel for failure to comply with sections 943.0585(4) and 943.059(4), Florida Statutes or other applicable law and report said termination to the SFWIB is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

It is the responsibility of the Contractor to provide the SFWIB an **Affirmation/Acknowledgement Form** not later than ninety (90) days of contract execution, as set forth in **Exhibit E, Reporting Requirements**, which confirms the background screening, was completed for all current employees, volunteers and subcontracted personnel. The Form must include the names of all person(s) screened, date of screening, and what employment decision was made by the Contractor. The Contractor shall ensure during the hiring process all prospective employees, volunteers and subcontracted personnel submit to a **Level 2** background screening as specified above.

The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel. Background screening results are exempt from public records and, therefore, must be maintained accordingly in a secured and access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall make available all records to the SFWIB in accordance with **Article II, Section M** of this Contract.

If the Contractor fails to furnish the SFWIB with proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee, volunteer or

subcontractor working or volunteering for Contractor on an SFWIB-funded program, the SFWIB shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the SFWIB.

The **Level 2** background screening records shall be retained as required herein in accordance with **Article III, Section G** of this Contract. The Contractor shall ensure each employee, volunteer and/or subcontractor undergoes this background screening every year from the initial Level 2 background screening date.

Even if applicable law would otherwise permit, as a provision of this Contract, the Contractor agrees it shall not hire any persons or permit any persons to begin work or to volunteer or to remain employed, volunteering or doing any work for Contractor related to this Contract and the work set forth in the Statement of Work,

Exhibit A without submitting proof of satisfactory completion of Level 2 background screening to the SFWIB.

END OF ARTICLE I

ARTICLE II

GENERAL CONDITIONS

A. ADHERENCE TO THE TERMS AND CONDITIONS OF FORMAL SOLICITATION

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B. PUBLIC ANNOUNCEMENTS AND ADVERTISING

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

The Contractor hereby agrees to prominently incorporate the name and the official logo of the SFWIB when developing collateral materials or publicity, such as radio, print or television coverage, any form of media press releases, advertising or any informational materials concerning the Contractor's program. Collateral materials such as letterhead, business cards, envelopes, informational pamphlets and brochures, flyers, posters, and other such items, shall be in compliance with the SFWIB's policies and procedures. Copies of these materials shall be forwarded to the SFWIB for review and written approval prior to production, publication and distribution.

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

C. GRIEVANCE PROCEDURES

The Contractor agrees to comply with all applicable Grievance and Complaint Procedures of the SFWIB and as required by State and Federal law.

D. TERMINATION WITHOUT CAUSE

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

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

In the event of termination of this Contract under this provision, neither party will be responsible for failure or delay in performance of this Contract.

E. BREACH OF CONTRACT

A non-exclusive list of breaches of this Contract is as follows:

1. The Contractor fails, in whole or in part, to provide the services set forth in the **Statement of Work, Exhibit A**;
2. The Contractor ineffectively or improperly uses SFWIB funds provided to Contractor under this Contract;
3. The Contractor does not furnish the Certificates of Insurance as required by this Contract or as determined by the SFWIB;
4. The Contractor does not furnish proof of licensure, certification or proof of background screening as required by this Contract;
5. The Contractor fails to submit, or submits incorrect or incomplete proof of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
6. The Contractor does not submit or submits incomplete or incorrect required reports;
7. The Contractor refuses to allow the SFWIB full access to records or refuses to allow the SFWIB to monitor, evaluate and review the Contractor's services and programs;
8. The Contractor unlawfully discriminates under any of the laws of the State of Florida, of Miami-Dade County, if providing services in Miami-Dade County, or of Monroe County, if providing services in Monroe County or of the United States;
9. The Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement;
10. The Contractor fails to correct deficiencies discovered during a monitoring, evaluation or review by any governmental body acting within the scope of its jurisdiction within the time required by the governmental body;
11. The Contractor fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the SFWIB or any of its agencies or instrumentalities;
12. The Contractor fails to submit the documentation required under **Article I, Section E** of this Contract in accordance with the time periods set forth therein;
13. The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Contract. Waiver of breach of any provisions of this Contract by the SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of the terms of this Contract;
14. The Contractor has failed, in whole or in part, to cooperate with the SFWIB and Partners of the SFWIB in the implementation of any Memorandum of Understanding (MOU) entered into between the SFWIB and any Partner;
15. The Contractor has failed to comply with the background screening as required by this Contract;
16. The Contractor has failed to comply with Incident Reporting for abuse, neglect, or exploitation of a child, aged person, or disabled adult as required by this Contract;
17. The Contractor has failed to obtain the prior written approval of the SFWIB to allow any persons or entities, other than the Contractor, of any kind whatsoever, to utilize in any way or manner any CareerSource center to provide information or services or products of any kind whatsoever to anyone;
18. The Contractor has failed to obtain the prior written approval of the SFWIB to administer or provide, or has caused, let, allowed, permitted, or suffered to be administered or provided in any of the CareerSource center(s), services or products or information not authorized by the SFWIB;
19. The Contractor has failed to follow the Notification requirements set forth in this Contract under **Article II, Sections J and K** of this Contract.

F. BREACH OF CONTRACT: SFWIB REMEDIES

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

1. The SFWIB may terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, the SFWIB may:

(a) request the return of all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Contractor with the SFWIB's funds under this Contract; (b) seek reimbursement of the SFWIB's funds awarded to the Contractor under this Contract; and (c) terminate or cancel any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such termination, including the SFWIB attorneys' fees;

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

G. DAMAGES SUSTAINED

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

H. LICENSING

The Contractor shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurance, permits and accreditations, required by the State of Florida, by Miami-Dade County, if providing services in Miami-Dade County, or by Monroe County, if providing services in Monroe County, the local municipality where the services are being provided, by the SFWIB and

the federal government. Failure to provide the foregoing items to the SFWIB within thirty (30) days of written request by the SFWIB may result in termination of this Contract immediately by the SFWIB.

I. NOTICES

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

J. NOTIFICATION OF LEGAL ACTION

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

K. OTHER NOTIFICATIONS

The Contractor shall promptly notify the Executive Director of the SFWIB, in writing, of any issues, questions, clarifications, relating to or affecting the Contractor's performance under this Contract.

L. PUBLIC RECORDS

1. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in connection with this Contract, except that public records which are made exempt from public record disclosure by law must be protected from disclosure and include, but are not limited to criminal history information derived from the U.S. Department of Justice. Failure of the Contractor to allow such public access shall result in the immediate termination of this Contract or any renewal. The Contractor shall maintain public records that reside in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Rule 1B-26.003 of the Florida Administrative Code.
2. Pursuant to Section 119.0701 of the Florida Statutes, the Contractor shall:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
 - b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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; and
 - d) Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of the Contractor upon termination of this Contract. Upon termination of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SFWIB in a format that is compatible with the information technology systems of the SFWIB.

3. For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the SFWIB.
4. In the event the Contractor does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes and this **Section L** of this Contract, the SFWIB shall avail itself of the remedies set forth in **Article II, Sections D, E, and F** of this Contract.

M. AUDIT, INSPECTION AND ACCESS TO RECORDS

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

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

N. MODIFICATIONS

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

O. AUTONOMY

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

P. INDEMNIFICATION

- I. For Florida Governmental Entities. The Contractor shall indemnify and hold harmless SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which SFWIB and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Contractor shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of

\$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Contractor arising out of the same incident or occurrence which exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Contractor or the Contractor's officers, employees, servants, agents, partners, principals or subcontractors.

2. Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Contract and shall terminate upon the expiration of the applicable statute of limitation.

Q. SUBCONTRACTING

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

R. PERSONS WITH DISABILITIES AND ACCESSIBILITY OF FACILITIES

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

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

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

1. Making reasonable accommodations for an individual's disability;
2. Providing services in the most integrated setting appropriate to the needs of individuals with a disability;
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 Contractor shall ensure that the physical facilities utilized under this Contract are accessible at all times to individuals with a disability; 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 Florida Department of Economic Opportunity (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 Contract.

S. COPYRIGHT, PATENTS, RIGHT TO DATA

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

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

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

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

T. 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.

U. 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 the 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, grantees 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."

V. EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Contractor to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and,
2. Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify.

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

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

If Contractor does not have an E-Verify MOU in effect, Contractor must **enroll in the E-Verify** system **prior to hiring any new employee** after the effective date of this Contract.

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.

W. IMMIGRATION REFORM AND CONTROL ACT

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

X. INTERGOVERNMENTAL PERSONNEL ACT

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Sec. §4701).

END OF ARTICLE II

ARTICLE III

PROGRAM MANAGEMENT

A. PERFORMANCE

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

B. PROGRAM REPORTS

Data for reports shall be generated by the Contractor. It is the responsibility of the Contractor to ensure that adequate and timely reports are produced for internal performance monitoring purposes. Required reports shall be submitted in accordance with **Exhibit E, Reporting Requirements**.

C. MONITORING

The Contractor shall permit the SFWIB's staff and authorized agents to perform random and scheduled monitoring, reviews and evaluations of the services which are the subject of this Contract. The SFWIB may monitor both fiscal and programmatic compliance with all the terms and conditions of this Contract at any and all times.

The Contractor shall permit the SFWIB, and the SFWIB's officers, agents or employees, to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function and requirements of the SFWIB. Monitoring results and findings shall be communicated to the Contractor through an official written report and may require corrective action by the Contractor. The Contractor shall rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the SFWIB may suspend payments or terminate this Contract, in the sole discretion of the SFWIB.

D. FILE MAINTENANCE

The Contractor shall deliver hard copy information pertaining to the youth participant to the designated Youth Service Provider to be maintained in the youth participant's individual case file in accordance with policies and procedures established by SFWIB for customers enrolled in any of the SFWIB funded programs. This file shall include all required documents as set forth in SFWIB procedures.

E. FILE OWNERSHIP

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

F. RECORDS RETENTION

Five (5) Year Requirement: The Contractor shall keep all records, accounts, and documents related to the operation and performance of this Contract or any modification hereto for five (5) years following the expiration of this Contract. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the

end of the regular five (5) year period, whichever is later. The Contractor shall cooperate with the SFWIB to facilitate the duplication and transfer of any of said records or documents during the required retention period. The Contractor shall advise the SFWIB of the location of all records pertaining to this Contract upon the request of the SFWIB and shall notify the SFWIB by certified mail within ten (10) days of moving said records if and when the records are moved to a new location.

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

G. CONFIDENTIALITY OF RECORDS

1. The Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information without the written permission of the participant, or participant's responsible 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 release of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. No release of information by the Contractor, if such release is required by federal or state law, shall be construed as a breach of this Contract. The Contractor shall provide a completed **Confidentiality Agreement, Attachment 5**.
2. **Confidentiality Forms.** The Contractor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing Contractor's duties under this contract, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 6**, attached hereto and incorporated by reference as if fully set forth herein.

All completed forms shall be retained as required herein in accordance with **Article III, Section G** of this Contract. The Contractor shall maintain the completed confidentiality forms in each employee's personnel file.

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

H. INFORMATION SECURITY OBLIGATIONS

The Contractor shall make every effort to protect and avoid unauthorized release of any personal or confidential information, as set forth in **Article III, Section H**, by ensuring both data and storage devices are encrypted. If encryption of these devices is not possible, then the Contractor shall assure that unencrypted personal and confidential SFWIB's and State of Florida's data will not be stored on unencrypted storage devices.

The Contractor shall not electronically transmit any personal or confidential information. If electronic transmission of personal or confidential information is requested by anyone whatsoever, the Contractor shall obtain approval in writing from the SFWIB prior to the release of personal or confidential information. Once approval is obtained, personal or confidential information data shall be encrypted by the SFWIB's IT Department prior to the release of such data.

The Contractor agrees to notify the SFWIB Help Desk not later than **24 hours** following the determination of any breach or potential breach of personal and confidential SFWIB's and State of Florida's data.

The Contractor shall provide notice to affected parties not later than **seven (7)** calendar days following the determination of any potential breach of personal or confidential SFWIB's and State of Florida's data provided in Section 817.5681, F.S.

The Contractor agrees to abide by all applicable SFWIB's Information Technology Security procedures and policies. The Contractor (including its employees, sub-contractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract. During the term of the contract, the Contractor must obtain signed confidentiality access agreements, which is required by system owners for systems access privileges, for all of the Contractor's employees, security officers, contractors, subcontractors prior to their access to electronic data systems.

I. PELL GRANT AND OTHER FINANCIAL AID

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

The Contractors which issue Scholarships shall assist all SFWIB's program participants in applying for the PELL Grant or for any other federal, state, or local grant, scholarship or entitlement funds. This shall be evidenced by a completed copy of the PELL grant application and a Student Aid Report from the Department of Education in each program participant's case file.

J. STAFFING REQUIREMENTS

The Contractor shall maintain an organizational structure and adequate programmatic, administrative and support staff sufficient to fulfill the Contractor's contractual obligations hereunder.

K. LIMITED ENGLISH PROFICIENCY (LEP)

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

L. TRAINING OF STAFF

The Contractor shall ensure that employees responsible for program compliance receive appropriate grant administrative and program compliance training in:

- Required Participant File Contents (In accordance with the SFWIB's Policies and Procedures)
- Pass-through Entity Responsibilities (OMB Circular A-133 section .400(d))
- Contracts Management / Administration (45 CFR 74.21)

M. ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING

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

END OF ARTICLE III

ARTICLE IV

FISCAL MANAGEMENT

A. PROGRAM INCOME

1. Program Income Shall Be Forthwith Remitted to the SFWIB

Program income as defined in **Exhibit F, Definitions**, attached hereto and incorporated by reference as if fully set forth herein, realized in operating a program under this Contract, or any modification hereto, shall be reported to and forthwith remitted to the SFWIB at the end of each quarter during which the income was realized.

2. Audits Shall Contain a Program Income Schedule

All audits of the Contractor shall contain a schedule prepared by the auditor of the Contractor detailing program income realized under this Contract and said schedule and all audits shall be provided to the SFWIB.

3. Contractor's Use of Program Income

WIA regulations require that program income shall be added to the total Contract award and used to provide the same services as stated in the original Contract. In the event that income shall be added to Contractor's budget in accordance with the modification provisions under this Contract, this income shall be accounted for in accordance with the terms and conditions governing all funds awarded under this Contract.

For non-WIA funds, program income in excess of one hundred dollars (\$100.00) shall be remitted to the SFWIB not later than thirty (30) days after the end of quarter.

B. INTERNAL CONTROLS

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

C. ACCOUNTING RECORDS

The Contractor shall maintain records, books, and documents, including electronic storage media and electronic records that identify the SFWIB's funds and which contain information pertaining to authorized expenditures, obligations, de-obligated balances, assets, liabilities, outlays or expenditures and income. These records shall also be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

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

D. PROCUREMENT REQUIREMENTS

The Contractor agrees to adhere to the following procurement requirements when obtaining any and all goods and services including, but not limited to, training supplies, equipment, rental agreements,

construction, maintenance, professional and consultant services, necessary to perform the services and obligations of the Contractor pursuant to this Contract.

1. Procurement actions, unless otherwise stated herein, with an aggregate cost of five-hundred dollars (\$500.00) or less shall be considered a small business purchase and shall not require any formal procurement, such as a Request for Proposal or Request for Qualifications. However, upon requesting quotes for goods and services, Contractor shall keep a record of the entities contacted for the purpose of securing any quotes and shall record the quotes received. Contractor shall submit such documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment for the goods or services.
2. Procurement actions for office supplies, i.e. paper, pens, toner, etc., regardless of costs, shall be the sole responsibility of the Contractor.
3. Procurement actions with an aggregate cost of five hundred and one dollars (\$501.00) or more shall be purchased by the SFWIB at the sole discretion of the SFWIB.
4. Procurement actions for office furniture (i.e. desks, chairs, file cabinets, etc.), regardless of costs, shall be purchased by the SFWIB at the sole discretion of SFWIB.
5. Procurement actions for computers must be purchased by the SFWIB. Any software application to be installed on computers purchased by the SFWIB must be purchased by the SFWIB. The procurement of computers and software is at the sole discretion of the SFWIB.
6. The Contractor shall not enter into Professional Services Agreements or subcontracts to render services described in **Exhibit A, Statement of Work**, without the prior written approval of the SFWIB.
7. Procurement actions shall be subject to federal, state and local laws related to nepotism, conflicts of interest and criminal and fraudulent activities.
8. The Contractor shall reimburse the SFWIB for any funds expended under this Contract when the Contractor does not or cannot produce the documents required to demonstrate, to the satisfaction of the SFWIB, that the procurement requirements of this Section have been followed.
9. The timeframe for submission of procurement requests shall be established by the SFWIB and shall be communicated to the Contractor in the form of written instructions. The Contractor shall submit an original completed, signed and dated procurement request form to the SFWIB as specified in the written instructions.
10. The Contractor shall submit an original completed, signed and dated procurement request form to the SFWIB as specified in the written instructions. The Procurement Request Form and written instructions can be obtained by authorized users via the website at:

<http://intranet.careersourcesfl.com:18112/sites/intranet/requiredReports/Shared%20Documents/CSSF%20Docs/Procurement/Service%20Provider%20Procurement%20Request%20Form.pdf>

E. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act (P.L. 103-333 S. 507) will be American-made.

F. INVENTORY (NOT APPLICABLE)

The Contractor shall reconcile the general inventory of all property and equipment purchased with the SFWIB's funds. The timeframe for completion shall be established by the SFWIB and shall be communicated to the Contractor in the form of written instructions. The Contractor shall submit a completed,

signed and dated Capital Inventory Report electronically to the SFWIB's Facilities Unit and forward the original hand delivered or mailed to the SFWIB's Facilities Unit as set forth in the written instructions.

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

The SFWIB shall conduct random and scheduled inventory reviews at Contractor's locations throughout the program year. Upon request by the SFWIB, the Contractor shall reconcile the inventory. If discrepancies are discovered, and upon request by the SFWIB, the Contractor shall provide reimbursement, based upon the depreciation value of the missing items.

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

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

Title to supplies and other expendable property shall vest in the Contractor upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other SFWIB federally-sponsored project or program, the Contractor shall retain the supplies for use on non-Federal sponsored activities or sell them, with prior written approval of the SFWIB, but shall, in either case, compensate the SFWIB for its share. The amount of compensation shall be computed in the same manner as for equipment.

G. FINANCIAL CLOSEOUT

The Contractor shall comply with all provisions of the SFWIB's **Financial Closeout Procedures, Exhibit G**, attached hereto and incorporated by reference as if fully set forth herein, upon the expiration of this Contract. The Financial Closeout required by the SFWIB shall be completed and submitted not later than thirty (30) calendar days after the expiration of this Contract. Non-receipt of the required closeout package and supporting documentation by the specified due date shall result in the disallowance of all costs included in the Financial Closeout.

H. BUDGET SUMMARY

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

The Contractor shall be allowed to shift funds within the Contractor's program line item budget. All budget modifications shall be approved, in writing, by the authorized representative of the Contractor and shall be forwarded to the SFWIB Contract Manager for processing. Any expenditure made and incurred prior to formal approval by the SFWIB of a written budget modification request may be disallowed in the sole discretion of the SFWIB.

Variances greater than five percent (5%) in any budgeted position salary and fifteen percent (15%) in any line item shall require the prior written approval of the SFWIB Executive Director. Approved budget modifications shall replace **Exhibit H** as **Exhibit H-1**, a copy of which shall be attached hereto and incorporated by reference as if fully set forth herein.

In no event shall the budget(s) for administrative costs exceed ten percent (10%) across the SFWIB's funding streams.

The Contractor shall amend the budget, if applicable, at the end of the second (2nd) and third (3rd) program year quarters, not later than December 31, and March 31 respectively, and a final fourth (4th) quarter

modification shall be allowed and submitted, not later than May 30. In the event that the Contractor's contract is not renewed for another term, the Contractor shall be allowed to submit a final modification within ten (10) business days after being notified of the non-renewal.

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

I. CONTRACTOR'S COST ALLOCATION PLAN

The Contractor shall develop and implement a cost allocation plan which is in conformity with the requirements set forth in OMB Circulars A-87 (2 CFR part 225), A-122 (2 CFR part 230), and A-133, and the One-Stop Comprehensive Financial Management Technical Assistance Guide, dated July 2002, which is published by the U.S. Department of Labor. The Guide can be found at:

http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf.

Expenses charged, in whole or in part, to the funds awarded under this Contract shall be in accordance with said cost allocation plan. The Final Guidance on Cost Allocation Plans for Regional Workforce Boards can be found at:

<http://www.floridajobs.org/pdg/guidancepapers/050FinalRwbCapProcedures072805.pdf>.

The Contractor shall submit Contractor's cost allocation plan to the SFWIB as set forth in **Exhibit C, Self-Assessment Tool, Attachment A** attached hereto and incorporated by reference as if fully set forth herein.

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

J. SFWIB'S COST ALLOCATION PLAN

This Contract comprises a portion of the overall Region 23's utilization of funding. The Contractor acknowledges that the Contractor shall be responsible for utilizing the funding provided under this Contract and the funding allocated through the Service Account Management Systems (SAMS) for participant costs in a consistent manner during the term of this Contract so that the SFWIB is able to maintain the SFWIB's cost allocation plan.

If the SFWIB cannot maintain the SFWIB's cost allocation plan due to the Contractor's inconsistent utilization of Contract funds then any over-expenditure that may be experienced by the SFWIB shall be charged, in whole or in part, to the Contractor based upon Contractor's pro-rata share of the impact caused by the over-expenditures.

K. PARTICIPANT COSTS

The Contractor shall pay for participant costs directly and seek reimbursement under this Contract from the SFWIB. The SFWIB reserves the right to monitor Contractor's utilization of these funds and to de-obligate or re-obligate said funds if the Contractor demonstrates an inability to effectively manage the funds allocated. The Contractor shall be solely responsible for any portion over-utilized during the term of this Contract.

L. DEOBLIGATION FOR NON-PERFORMANCE

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

M. VOLUNTARY DEOBLIGATION

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

N. MONTHLY INVOICING

1. Requests for Payment. The SFWIB agrees to pay all budgeted costs incurred by the Contractor which are allowable under SFWIB's guidelines. To receive payment for allowable costs the Contractor shall submit an invoice package which shall include a **Contract Invoice - Exhibit I**, attached hereto and incorporated by reference as if fully set forth herein, General Ledger, and Payroll Register. The SFWIB must receive the invoice package not later than the seventh (7th) business day of the month following the month in which services were provided. The Contract Invoice shall reflect only the expenses incurred and paid by the Contractor for the month that the services were rendered. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall make payment to the Contractor via Electronic Fund Transfer. The Contractor shall complete an **Authorization Agreement for Direct Deposits (ACH Credits)**.

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

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

2. Processing the Request for Payment. The parties agree that the processing of a payment request by the Contractor shall be completed within fifteen (15) business days or less after receipt of the request by the SFWIB if the required invoice package and required supporting documentation are complete, satisfactory, and have been approved by the SFWIB. It is solely the responsibility of the Contractor to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the SFWIB.

O. LATE INVOICING

Invoices submitted after the due date (the seventh (7th) business day of the month following the month in which services were provided) shall automatically be charged a five percent (5%) penalty of the amount invoiced. Invoices submitted more than five (5) business days following the due date shall automatically be charged an additional five percent (5%) penalty of the amount invoiced.

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

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

Q. EXPENDITURE FOR TRAVEL EXPENSES

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

R. SALARY & BONUS LIMITATION

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditures shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. **The incurrence of costs and receiving reimbursement for these costs under this Contract certifies that the Contractor has read the above special condition and is in compliance. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.**

Executive Level II salary is \$181,500 effective January 2014, as established by the Office of Personnel Management, as set forth in the Salary Table, Rates of Pay for the Executive Schedule:

<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/pay-executive-order-2014-adjustments-of-certain-rates-of-pay.pdf>

The Contractor shall complete and submit on **March 2, 2015**, an **Annual ETA Salary Cap Analysis - Certification Form**, as set forth in **Exhibit E, Reporting Requirements**, to SFWIB certifying that the highest paid employees charged to this Contract are within the salary and bonus cap limit. The latest Certification Form can be obtained from the SFWIB's Finance Department. Along with the Certification Form, copies of IRS W-2 forms and supporting documentation showing that employees are within the cap limit shall be submitted to SFWIB. If an employee exceeds the ETA annual salary and bonus rate cap, a check must be issued in the name of the "South Florida Workforce Investment Board" for the amount of unallowable salary and bonus in excess of the cap limit along with supporting documentation indicating the ETA funding streams affected.

S. RETURN OF FUNDS

The Contractor shall return to the SFWIB any overpayments due to unearned funds, earned funds that exceeded actual expenditures or funds disallowed that were disbursed to the Contractor by the SFWIB and any interest attributable to such funds pursuant to the terms and conditions of this Contract. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the SFWIB. In the event the SFWIB first discovers any overpayment has been made, the SFWIB Executive Director will notify the Contractor by letter of such findings. Should repayment not be made forthwith, the Contractor will be charged interest at the lawful rate of interest on the outstanding balance after the SFWIB notification or Contractor's discovery.

T. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

The Contractor shall comply with all applicable OMB circulars. State and local governments are subject to the cost principles at OMB Circular A-87 (2 CFR part 225); Non-profit sub-recipients are subject to the cost principles at OMB Circular A-122 (2 CFR part 230); educational institution sub-recipients are subject to those at OMB Circular A-21 (2 CFR part 220); and commercial organization vendors or sub-contractors are subject to the cost principles under 48 CFR Part 31. Sub-recipients and sub-grantees are also subject to the provisions of OMB Circular A-133. State and local governments are subject to administrative requirements for grants and other cooperative agreements at OMB Circular A-102; Non-profit, institutions of higher

learning and hospital sub-recipients are subject to administrative requirements for grants and other agreements at OMB Circular A-110 (codified at 2 CFR part 215).

U. CONSTRUCTION AND RENOVATION OF FACILITIES USING FEDERAL FUNDS

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

**V. ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INVESTMENT ACT
ADMINISTRATIVE RULES, COSTS AND LIMITATIONS**

The Contractor shall comply with the requirements of the Administrative Provisions under Title I of the Workforce Investment Act Administrative Rules, Costs and Limitations (20 CFR Part 667, Subpart B).

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

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

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. Refer to the HHS rule requirements if the contract or subcontract exceeds \$100,000.

END OF ARTICLE IV

ARTICLE V

ASSURANCES AND CERTIFICATIONS

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

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

Any person or entity that performs or assists the SFWIB with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates privacy, security and electronic transfer standards which include but are not limited to:

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

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

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

B. CERTIFICATION REGARDING LOBBYING

Funds awarded under the Agreement may not be used for lobbying purposes pursuant to state and federal law.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 shall 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 recipient. See 29 CFR part 98. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**.

D. DEBARMENT AND SUSPENSION (E.O.'s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension". This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**.

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

The Contractor agrees that if this is a Contract for more than \$100,000, then Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, (42 U.S.C. §7401 et seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT

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

G. ENVIRONMENTAL TOBACCO SMOKE

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

H. CHILD LABOR LAWS

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

I. PUBLIC ENTITY CRIMES (§287.133, Florida Statutes)

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

J. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

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

K. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Investment Act of 1998, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C 2000 et. seq., which prohibits discrimination against qualified individuals on the basis of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq., which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
7. Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. 12181 et seq., which prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards established by this part;
8. Executive Order (EO) No. 11246, "Equal Employment Opportunity", as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County which prohibits discrimination in employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIA Title I and TANF – financially assisted program or activity. The Contractor understands the United

States has the right to seek judicial enforcement of this assurance. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**.

L. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department 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. 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. 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.

M. 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.

N. VETERANS' PRIORITY PROVISIONS

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

O. SARBANES-OXLEY ACT OF 2002

The Contractor assures that the Contractor 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 Contractor shall provide a completed **Assurances and Certifications, Attachment 3**.

P. COMPLIANCE WITH ENERGY EFFICIENCY PROVISION

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency, which

are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Q. COMPLIANCE WITH RESOURCE CONSERVATION AND RECOVERY ACT (RCRA)

Under RCRA (P. L. 94-580 codified at 42 U.S.C. 6962), any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) (40 CFR parts 247-254). Accordingly, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

R. COMPLIANCE WITH THE HATCH ACT

The Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds, if applicable.

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

The requirements of "the Specific Appropriation 2006, and associated proviso, of the 2011 General Appropriation Act, section 445.007, Florida Statutes" set forth in **Attachment 1** attached hereto are incorporated herein by this reference and Contractor agrees to comply with the same. The Contractor shall provide a completed **Contractor Disclosure and Certification**.

T. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE

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

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

U. SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN IRAN PETROLEUM ENERGY SECTOR LIST

The Contractor agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.219.473, F.S. Pursuant to section s.287.135(5), F.S., the SFWIB may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**.

V. DISCRIMINATORY VENDORS

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

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

The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**.

W. DAVIS-BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) - When required by Federal program legislation, all construction contracts awarded by the recipients and sub-recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

X. COPELAND ANTI-KICKBACK ACT

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and sub-grants in excess of \$2,000 for construction or repair awarded by recipients and sub-recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (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 sub-recipient shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Y. CONTRACT WORK HOURS AND SAFETY STANDARDS

Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall 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 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

Z. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

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

AA. ASSURANCES – NON-CONSTRUCTION PROGRAMS

The Contractor shall provide a completed **Assurances - Non-Construction Programs, Attachment 4**.

BB. SEVERABILITY

In the event any portion of this Contract is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the SFWIB elect to terminate this Contract without cause.

CC. PRIOR AGREEMENTS

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

END OF ARTICLE V

SIGNATORY FORM

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURES FOR: **City of Key West**
PROGRAM ENTITLED: **"Fire Academy Training Program"**
CONTRACT NUMBER: **WS-YS-FATP-PY'14-05-00**
CFDA NUMBERS: **WIA YOUTH: 17.259**

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

(For Use Only When Contractor Is a Governmental Entity)

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

Date

2a. **James K. Scholl** _____
Typed Name of Authorized Official **or** Designee

3a. **Interim City Manager** _____
Full Title of Authorized Official **or** Designee

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

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

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

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(to Implement 2011 Appropriations Proviso)**
- Attachment 2 – 2 CFR 175.15, Award Term**
- Attachment 3 – Assurances and Certifications**
- Attachment 4 - Assurances – Non-Construction Programs**

Attachment 5 - Confidentiality Agreement

Attachment 6 - Individual Non-Disclosure and Confidentiality Certification Form

Exhibit A - Statement of Work

Exhibit B - Code of Business Ethics Affidavit

Exhibit C - Self-Assessment Tool

Exhibit D - Performance Measures/Outcomes

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Exhibit F - Definitions

Exhibit G - Financial Closeout Procedures

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Exhibit I – Contract Invoice