



OFFICE OF THE PRESIDENT

Item 5.3.2

PRESENT TO BOARD: JUNE 27, 2018

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: TRAINING PROVIDER AGREEMENT – CAREERSOURCE POLK

Approval is requested to **renew** the training provider agreement between CareerSource Polk and South Florida State College for the purpose of providing services in Polk County. This agreement renews annually.

SUGGESTED MOTION:

Move to approve the renewal of the agreement between CareerSource Polk and South Florida State College as presented.

AGREEMENT TO PROVIDE INDIVIDUAL TRAINING ACCOUNT TRAINING

Training Agreement Number: PY18-OS-S-02

This **AGREEMENT** is made and entered into, by, and between the **POLK COUNTY WORKFORCE DEVELOPMENT BOARD, INC.**, d.b.a. CareerSource Polk, located at 600 N. Broadway Ave., Suite B, Bartow, FL 33830, hereinafter referred to as "CSP," and **South Florida State College** located at 600 West College Drive, Avon Park, FL 33825, hereinafter referred to as the "Provider."

SCOPE OF SERVICES--The Provider shall provide, at its own cost and expense, all equipment, tools, materials, and labor of every description necessary to carry out and complete the tasks, requirements, terms, and conditions set forth in this Agreement and any submissions thereto, all of which are incorporated herein by this reference.

The Provider acknowledges and understands:

1. That this Agreement does not grant a minimum or maximum number of students.
2. That the Provider reserves the right to reject any applicant referred to its training program. If the Provider exercises this right, the Provider is responsible for providing written documentation to CareerSource Polk, indicating the valid reasons for the decision.
3. That remuneration to attract CSP-sponsored students is prohibited.
4. **That as a requirement to maintain subsequent eligibility, the Provider is solely responsible for arranging with and providing to the Florida Education and Training Placement Information Program (FETPIP) (phone number 850-487-0900) the information that FETPIP requires in a timely manner.**
5. That subsequent eligibility will be based, in part, on data reflecting favorable training and/or employment outcomes as verified by FETPIP.
6. That for those training programs that are Pell grant eligible, the Provider will assist a prospective student in completing the required Pell grant application with the intent that the Pell Grant funds will be applied to pay for other training costs not covered through the ITA. After the determination is made, the prospective student will provide the CareerSource Polk career center staff, documentation from the Provider that indicates the amount of the Provider's allowable training cost that will be paid first by the ITA and the Pell Grant will pay for the remaining balance.
7. The Provider will seek and coordinate other funding sources for the prospective student. The types and amounts of these other funding sources will be made available to the individual student's career development specialist as well as CSP via the student's ITA Voucher. A sample of this voucher is provided on Page 7 and made a part hereof.
8. According to the legislation that funds the Individual Training Account (ITA) program, CareerSource Polk career center staff is required to provide a level of service designed to make the individual employable. As a result, all individuals must first receive services to assist them in obtaining immediate employment. If these services are not successful, additional services may be provided. One of these services is a referral to appropriate training.
9. That CSP established a cap of \$7,500* per student for those WIOA students who access certain types of training via an ITA. Although this amount is sufficient for a number of the training programs that CSP supports, it is less than the required amount for other training programs. Since CSP desires to have all of the students who access its services be successful, the following procedure will be followed:
 - CSP's career development specialists will only issue an ITA (WIOA funded) for a training program with a total training cost that exceeds \$7,500 upon receipt of a "budget" that details the means by which the balance of the training costs will be paid. At this time, CSP will not prescribe the format that this information is submitted to the student's career development specialist other than the information must be written in a manner that clearly describes the means and the amount(s) of the supplemental resource(s) and is signed and dated by both an appropriate representative of the Provider and the student.
 - Until a satisfactory budget is received, the career development specialist is prohibited from issuing an ITA (WIOA funded) for a training program with a total training cost that exceeds \$7,500.00.



PERIOD OF AGREEMENT--This Agreement shall be in effect for the period beginning on the date of the latest signature on this Agreement and ending **June 30, 2019**.

INVOICING PROCEDURES AND PAYMENT:

The costs to be paid for training services under this Agreement shall be based on the information in the ITA Scholarship Voucher. The Provider will receive funds **first** as indicated on CSP-sponsored student's voucher and **second**, from the coordination of other funding sources available to the student (such as the Pell grant).

Invoicing Procedures:

- a. Provider will review the ITA Scholarship Voucher's description of costs, training program information, enrollment status and will sign certifying financial information is correct (Section "Note to Provider".) **Remember that CSP will be the primary source to cover all training allowable costs and Pell or other funds will pay the remaining balance.**
- b. A payable invoice is described as an original invoice that includes customer name, last four digits of student's social security number, date of service, charge of each service (tuition, books, uniforms, etc.) and includes supporting documents that match the charge and date of service for the customer identified on the invoice.

All vouchers and invoices are to be submitted to CareerSource Polk (address below) no later than the 15th calendar day of the month following enrollment.

**CareerSource Polk
600 N. Broadway Ave., Suite B
Bartow, FL 33830**

The Provider's written policies concerning refunds, cancellations, and withdrawals must be applied to a CSP-sponsored student in the same manner that they would apply to any non-CSP-sponsored student.

The Provider agrees not to accept a voucher that was transferred to any other student. The Provider acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are attributable to this Agreement.

The continuation of this Agreement will be contingent upon the availability of funds in CSP's budget. The Agreement may be canceled by CSP with a 24-hour notice in the event funds for this program become unavailable. In that situation, CSP shall reimburse the Provider for all authorized services provided prior to the issuance of said notice.

Public and private-non-profit entities are prohibited from earning excess program income. In the event that this occurs, the public or private non-profit entity should immediately return the excess program income to CSP in a manner prescribed by CSP's Financial Officer.

INDEMNIFICATION--The Provider shall indemnify, hold harmless and defend CSP, its agents, and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent or wrongful act or omission, or based on any act of fraud or defalcation by the Provider, its agents, sub-contractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to CSP on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against CSP or any of its agents or employees by any employee of the Provider, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or types of damages, compensation, or benefits payable by or for the Provider or any sub-contractor, under worker's compensation acts, disability benefit acts, or other employee benefit acts. The foregoing indemnification provisions shall not be applicable to any injuries, damages or losses resulting in whole, from the acts or omissions of CSP.

TERMINATION--Upon 30-calendar days, written notice *to the other* party, either party to this Agreement may, without cause and without prejudice to any other right or remedy, elect to terminate this Agreement. In that event, the Provider shall be paid for all work executed.

Termination for breach: Unless the other party's breach is waived, either party (whether CSP or the Provider) may terminate this Agreement for said breach. Under this provision, the *offended* party will provide the *other* party with written notification of intent to terminate the Agreement due to breach and will provide the *other* party seven (7) calendar days to respond to the notice of termination and propose a cure for the breach. The *offended* party will, within seven (7) additional calendar days from receipt of the *other* party's response issue a written decision either to accept the other party's proposed cure or to proceed with the termination. Waiver of a breach of any provision of this Agreement shall not be deemed a modification to this Agreement.

The aforesaid termination notice, as well as all other notices required herein, shall be considered received by the Provider or CSP if delivered in person with written proof thereof, or if deposited in the U.S. Mail, in a prepaid wrapper marked certified, return receipt requested, to the following Parties:

Stacy Campbell-Domineck
President & CEO
Polk County Workforce Development Board, Inc.
600 N. Broadway Ave., Suite B
Bartow, FL 33830

Dr. Thomas C. Leitzel
President
South Florida State College
600 West College Drive
Avon Park, FL 33825

STATEMENT OF ASSURANCE--During the performance of this Agreement, the Provider herein assures:

- That it is in compliance with Title VI of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, as amended, and Polk County Ordinances, in that the Provider does not, on the grounds of race, color, sex, religion, handicap, age, marital status, or national origin, discriminate in any form or manner against said Provider's employees or applicants for employment.
- That is in compliance with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities, as applicable.
- That is in compliance with Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- That it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29CFR parts 33 and 37 as well as 41 CFR, part 60 and 45 CFR part 80, which requires that federal contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.
- That is in compliance with the Clean Air and Water Act, when applicable. If the contract is in excess of \$100,000, the Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 *et seq.*), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15). The Contractor shall report any violation of the above to the contract manager.
- That is in compliance with 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).
- That is in compliance with the 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable.
- That is in compliance with mandatory standards relating to Public Announcements and Advertising. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and (2) the dollar amount of Federal funds for the project or program.
- That is in compliance with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93, when applicable. If this Agreement is in excess of \$100,000 the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form.
- That is in compliance with Debarment and Suspension when applicable, as required by the regulation implementing EO No. 12549 and 12689. Debarment and Suspension, 29CFR 98, the Contractor must not be presently nor previously within a three-year period preceding the effective date of the Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department of agency. No Agreement shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs. The Contractor will provide a completed Certification Regarding Debarment, Suspension, and other Responsibility Matters.
- That as a condition to the award of financial assistance from the Department of Labor (via CSP) under Title I of Workforce Innovation and Opportunity Act of 2014 (WIOA), the Provider assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - Section 188 of Workforce Innovation and Opportunity Act (WIOA) of 2014, 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 WIOA Title I-financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- That the Provider is in compliance with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Provider's operation of the WIOA Title I financially assisted program or activity and to all agreements the Provider makes to carry out the WIOA Title I financially assisted program or activity. The Provider understands that the United States has the right to seek judicial enforcement of this assurance.
- That the Provider will provide access to all documents, papers, letters, or other materials, prepared or received by the Provider regarding the subject matter of this Agreement, to the Program Review Unit, Office of Workforce Program Development and Guidance, and to the Office for Civil Rights upon request. Staff from the Program Review Unit and the Office for Civil Rights shall have the right to review and copy all such material for use in determining compliance with the nondiscrimination and equal opportunity provisions of the WIOA.
- That each of the Provider's subcontractors and other employers of participants are aware of and have submitted to the Provider, the proper assurance of compliance with federal regulations and laws prohibiting discrimination, as provided above. The Provider shall maintain a record of notice for review by staff from the Program Review Unit and/or the Office for Civil Rights.
- That the Provider is in compliance with other applicable Federal and State laws, Executive Orders, and regulations prohibiting discrimination as herein above referenced and are included by this reference. This statement of assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.
- That the Provider assures compliance with the Americans with Disabilities Act of 1990, P.L. 101-336, as applicable.

The Provider understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

Other applicable Federal and State laws, Executive Orders, and regulations prohibiting discrimination as herein above referenced are included by this reference thereto. This statement of assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

GOVERNING LAWS--This Agreement shall be governed by the laws, rules, and, regulations of the State of Florida, and/or the laws, rules, and regulations of the United States. The venue shall be in Polk County, Florida.

COMPLIANCE--The Provider shall comply with the requirements of all federal laws, state laws, local codes, and ordinances pertaining to this Agreement, and in particular, that it will comply with the provisions of the Social Security Act, Title IV, as amended; Workforce Innovation and Opportunity Act of 2014; Trade Adjustment Assistance Reform Act of 2002; Chapter 2000-165, Laws of Florida; and all other regulations pertaining to same.

ASSIGNMENT--This Agreement is for the rendition of personal services and may not be assigned without the prior written consent of the parties hereto.

WAIVER--A waiver of any performance or breach by any one of the parties to this Agreement shall not be construed to be a continuing waiver of other breaches or non-performance of the same provision or operate as a waiver of any subsequent default of any of the same terms, covenants, and conditions of this Agreement. The payment or acceptance of funds for any period after default shall not be deemed a waiver of any right or acceptance of defective performance.

ADDITIONAL RIGHTS AND REMEDIES--Nothing contained herein shall be construed as limitation on such other rights and remedies available to the parties under the laws that may now or in the future be applicable. The Provider certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs in accordance with the Department of Labor regulations at 29 CFR 98.

SEVERABILITY--If any one or more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

MODIFICATIONS--This writing embodies the entire Agreement and Understanding between the parties and there are no other Agreements and/or Understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. All other additions, deletions, or revisions in the service shall be valid and enforceable only when evidenced

by a written modification approved and executed by the Provider and CSP. Similarly, no Agreement which purports to affect the terms of this Agreement will be valid as it affects this Agreement, unless in writing and executed by CSP and the Provider.

SURVIVABILITY--Any term, condition, covenant, or obligation that requires performance by either party subsequent to termination of this Agreement will remain enforceable against such party subsequent to such termination.

WITNESS WHEREOF the parties hereto respectively set their hands and seals on the date(s) shown below and submit that they have the legal authority to commit the parties to this Agreement:

POLK COUNTY WORKFORCE DEVELOPMENT BOARD, INC.

ATTESTED BY:

_____ Signature/Date	_____ Signature/Date
_____ Stacy Campbell-Domineck	_____ Luz M. Heredia
_____ Typed Name	_____ Typed Name
_____ President & CEO	_____ Vice President of Operations
_____ Title	_____ Title

SOUTH FLORIDA STATE COLLEGE

ATTESTED BY:

_____ Signature/Date	_____ (Witness) Signature/Date
_____ Dr. Thomas C. Leitzel	_____ Typed Name
_____ Typed Name	_____ Typed Name
_____ President	_____ Title
_____ Title	_____ Title

*Amount subject to change by CSP



Polk County Workforce Development Board
ITA Accounts Payable
 Attn: Accounts Payable
 600 N. Broadway Ave., Suite B
 Bartow, FL 33830
 Rhona.Garner@careersourcepolk.com
 863-508-1600, Ext. 1112
 Tax ID: 59-3385244
 www.careersourcepolk.com

ITA SCHOLARSHIP VOUCHER
 #Gz12475100319
 Issue Date: 08/11/2013
 Expiration Date: 9/10/2013

Participant JOHN DOE SSN: XXXX-XX-0000 1234 HEAVEN RD. LAKELAND, FL 33800 (863) 111-1111 Account#: TA1799244134170	Case Manager Jane Doe 863-508-1100, Ext. 3106 Location: Lakeland
Outside Vendor/Training Provider ABC College (ABC1000) 1000 Flower Rd Bartow, FL 33830 863-555-5555 Contact Name: Jane Doe	Funding Source PY2016 WIA Dislocated Worker
	Training Program Occupational Therapy Assistant Begin Date: 08/20/2016 End Date: 8/31/2017 Credit Hours: 70 Clock Hours Total Program Cost: \$10,989.33 Provider: ABC College

Description of Costs Item Description	Category	Unit Price/Fee	Quantity	Total
AMH 1020 US History	Tuition-ITA	330.66	1	\$320.66
LIT 2380 Women in Literature	Tuition-ITA	330.66	1	\$330.66
Grand Total:				\$661.32

Note to Provider

This voucher represents the Board's obligation of funding for training related expenses incurred by the consumer for the entire course of training; however, non-satisfactory performance could void this obligation to the customer. New vouchers are issued each term based on the customer's academic performance for the previous term. Without President & CEO approval, vouchers may not be issued in an amount that exceeds the maximum allowed as stated in the most current Administrative Policy #99-07. Any refunds should be sent and made payable to: Polk County Workforce Development Board, Inc., 600 North Broadway Ave., Suite B, Bartow, FL 33830.
 I certify this financial information is correct.

Note to Participant

I agree to (a) make at least monthly contact with my Career Development Specialist and provide information regarding my progress in training; (b) return bi-weekly Education/School Timesheets to my Career Development Specialist; (c) apply for other scholarships (such as Pell Grant), that may be available to me and agree to notify my Career Development Specialist if I receive such scholarships; (d) that it is my responsibility to pay for any training related costs above the established ITA Cap or Total Program Cost whichever is less; (e) provide the original ITA Scholarship Voucher to the Training Provider to complete the enrollment/registration process.

Authorized Course to be Taken this Period

Disclaimer

During my training funded by the Polk County Workforce Development Board, Inc., I hereby give permission for the above named Provider to release my performance, academic and/or financial aid information to the Polk County Workforce Development Board or its designee when requested. I also understand and agree that continued funding provided for my training is subject to funding availability. The ITA will be the primary funding source for targeted education and if I am Pell eligible, Pell will be my secondary funding source.

Participant's signature: _____ Date: _____
 Career Development Specialist: _____ Date: _____
 ITA Finance Coordinator: _____ Date: _____
 (Printed name and signature)

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before signing Certification, read instructions on next page which are an integral part of the Certification)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or proposal under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 3. Are not presently indicted for or otherwise criminal or civil charges by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this Certification.
 4. Have not within a three (3) year period preceding this application/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal and submit to:

Stacy Campbell-Domineck, President/CEO, Polk County Workforce Development Board, Inc.

South Florida State College

Dr. Thomas C. Leitzel, President

Date

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification as set out herein.
2. The inability of a person to provide the required certification will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Board's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this Agreement.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Board determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available, the Board may terminate this Agreement for cause or default.
4. The prospective primary participant shall provide immediate written notice to the Board if at any time the respective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, agreement, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage Sections of the rules implementing Executive Order 12549. You may contact the Board for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the Board.
7. The prospective primary participant further agrees by submitting this agreement that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions, provided by the Board without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph six (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Board may terminate this Agreement for cause or default.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action</p> <p>Contract</p> <p>a. Grant</p> <p>b. Cooperative Agreement</p> <p>c. Loan</p> <p>d. Loan Guarantee</p> <p>e. Loan Insurance</p>	<p>2. Status of Federal Action:</p> <p>Bid/Offer Application</p> <p>a. Initial Award</p> <p>b. Post-Award</p>	<p>3. Report Type:</p> <p>a. Initial Filing</p> <p>b. Material Change</p> <p>For Material Change:</p> <p>Year _____ Quarter _____</p> <p>Date of last Report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>Prime Sub awardee</p> <p>Tier _____ If known:</p> <p>Congressional District if known _____</p>	<p>5. If Reporting Entity in No. 4 is sub awardee, Enter Name and Address of Prime:</p> <p>Congressional District if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p>(Attach Continuation Sheet(s))</p>	<p>b. Individuals Performing Services (Including address if different from No. 10a) (Last name, first name, MI)</p> <p>SF-LLL-A, if necessary _____</p>	
<p>11. Amount of payment (check all that apply):</p> <p>\$ _____ actual, planned</p>	<p>13. Type of Payment</p> <p>a. retainer</p> <p>b. one-time fee</p> <p>c. commission</p> <p>d. contingent fee</p> <p>e. deferred</p> <p>f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>a. Cash</p> <p>b. In-kind: Specify Nature _____</p> <p style="padding-left: 40px;">Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including officer(s), employee(s) or Member(s) contacted, for payment indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>		
<p>16. Information required through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for each such failure.</p>		
<p>Signature: _____</p> <p>Print Name: Dr. Thomas C. Leitzel</p> <p>Title: President</p> <p>Telephone No:</p> <p>Date:</p>		
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form-LLL</p>

Attachment 3

Provisions Required for Contracts Funded by Department of Health and Human Services Grants

45 CFR Appendix A to Part 74:

1. Employer* agrees that it must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
2. Employer agrees that if this Agreement is for more than \$2,000 and is for construction or repair, then Employer must comply 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. RWB shall report all suspected or reported violations to the Federal awarding agency.
3. Employer agrees that if this is a construction contract for more than \$2,000, then Employer must comply with the Davis-Bacon Act, 40 U.S.C. 276a to a-7, 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, Employer 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, Employer shall be required to pay wages not less than once a week. The current prevailing wage issued by the federal Department of Labor and applicable to this contract is N/A. If the Davis-Bacon Act and corresponding regulations are applicable to this Agreement, then award of this Agreement is conditioned upon Employer's acceptance of this wage determination. RWB shall report all suspected or reported violations to the HHS awarding agency.
4. Employer agrees that if this Agreement involves an award of more than \$100,000 and is a contract for construction or involving the employment of mechanics or laborers, then Employer shall comply 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. Under the Act, Employer shall 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 1 and 1/2 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.
5. Employer agrees that if this Agreement is for experimental, developmental, or research work, then the Federal Government is the owner of rights in the resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by HHS.
6. Employer agrees that if this is a contract for more than \$100,000, then Employer shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 USC 7401), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15), Vendor shall report violations to the above to the Board. The Employer will comply with the solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).
7. Employer agrees that if this is a contract for more than \$100,000, then Employer shall file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Employer must certify 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 Federal 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. Employer shall 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 also 45 CFR Part 93).

* If your agreement is not with an employer but with a supervising entity, please substitute the term "supervising entity" for the term "employer."

8. Employer agrees that if this is a contract for more than \$100,000, then Employer must provide the required Debarment and Suspension Certification, certifying that Employer is not listed on the non-procurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." (See 45 CFR Part 76.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than E.O. 12549
9. Resource Conservation and Recovery Act (RCRA). The Employer is aware under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal award 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.
10. Trafficking Victims Protection Act. The Employer will comply with the Trafficking Victims Protection Act of 2000 (28 CFR 175)
11. Equal Treatment for Faith-Based Organizations. The Employer will comply with 29CFR2, Subpart D which prohibits any State or local government receiving funds under any Department of Labor 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 funded by direct financial assistance from the Department of Labor, in providing services, from discriminating against a program beneficiary or prospective equally to religious and non-religious organizations.
12. The Pro-Children Act. The Employer agrees to comply with the Pro-Children Act of 1994, U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

45 CFR 260.35:

EMPLOYER agrees that in the performance of this Agreement, it will adhere to the requirements in the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973 as amended; the Americans with Disabilities Act of 1990; and Title VI of the Civil Rights Act of 1964.

SOUTH FLORIDA STATE COLLEGE

Signature
Dr. Thomas C. Leitzel President

NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (3) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- (5) The American with Disabilities Act of 1990, P.L. 101-336, prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment related activities;
- (6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) 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 WIOA Title I financially assisted program or activity; and
- (7) Executive Order 11246, as amended by Executive Order 11375, requires that Federal contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. The Grantee understands that Florida Department of Economic Opportunity and the United States have the right to seek judicial enforcement of the assurance.

South Florida State College

Dr. Thomas C. Leitzel

President

Date