



On-Site Interpreting and Video Remote Interpreting Agreement

Prepared For:
Career Source of Central Florida

ASL Services, Inc.
3700 Commerce Blvd.
Kissimmee, FL 34741
☎ (407) 518-7900
💻 (407) 518-7903
www.ASLServices.com

Interpreting Service Agreement

On-Site Interpreter Pricing

On-Site Interpreting: Interpreter will appear in person and provide professional sign language interpreting services at the designated location. On-Site interpreting is an optimal choice when a meeting or presentation will require a live interaction with a Deaf individual or group.

Interpreting Fees		
\$ 60.00	Rate Per Hour/Per Interpreter with a 2-hour minimum. Requests must be submitted a minimum of 2-business days to be considered an advanced request – Subject to availability.	
\$40.00	Each additional ½ hour over original pre-scheduled time.	
+\$10.00	Monday – Friday (5:00pm – 7:00am)	EVENING: Services provided during weekday evening hours.
+\$45.00	Short Notice Fee: Flat Rate applicable for same day/next day requests	
Travel	Travel Fees will be billed at the applicable hourly rate. Travel time is dependent on the interpreter's travel time to and from the location of service. <i>(Note: ASLS HQ is headquartered in Central Florida and as a courtesy to local vendors all travel fees are waived for jobs performed in Orange & Osceola Counties in Florida.)</i>	
Cancellations	Provider incurs the cost of interpreters once they are booked for an assignment; for this reason, any assignments canceled or rescheduled with less than 25 hours' notice, will be billed in full. Cancellations must have verbal/written confirmation from the ASLS Scheduling team to be considered cancelled.	
Special Services Fees		
+\$15.00/hr.	Trilingual (proficient in English/Spanish/Sign Language) Tactile (interpreter for the Deaf and Blind) Deaf Interpreter (DI/CDI)	
Federal Holidays	Federal Holidays are billed at 1.5 times applicable rate	

Please Note: All efforts to meet same day/week requests will be made but are not guaranteed until scheduling sends an e-mail confirming the request.

Teamed Assignments: Two (2) interpreters may be scheduled as needed by provider due to the following factors:

- Duration of assignment
- Assignment intensity and/or content
- Special needs (e.g. tactile interpreting)

For additional teaming information please go to <https://drive.google.com/file/d/UB3DKvZMMFLdVZ2paUtraW5xZG8/view>

Video Remote Interpreting (VRI) Pricing

VRI Interpreting: Interpreter will virtually service the request using Client's desired technology.

*VRI is an added protection for instances when an on-site Interpreter is not available.

Appointment Type	Price Per-Minute/Per Interpreter	Minimum Duration
Pre-Scheduled (via email)	\$1.95	15 Minutes
Same Day/Next Day (via dispatcher)	\$2.25	15 Minutes
Cancellations	Provider incurs the cost of interpreters once they are booked for an assignment; for this reason, any assignments canceled or rescheduled with less than 25 hours' notice, will be billed in full. VRI cancellations must be made with the VRI Dispatcher at 1-877-428-3874.	

Client Preferred Method of VRI Technology			
ASLS VRI App	Zoom	FaceTime	Other (See addendum)

Provider will also provide the following VRI Specialty at no additional charge to above rates:

- Trilingual Interpreters staffed 24/7 (ASL, English, Spanish)
- Other Spoken Languages available upon request & subject to availability.
- CDI or DI (Certified Deaf Interpreter and/or Deaf Interpreter) advance request and subject to availability
- 24/7 live Dispatcher that can assist with any scheduling or technical questions
- Technology Testing – the provider can coordinate testing of equipment to ensure optimal call quality

I hereby agree to the VRI and On-Site interpreting rates for professional interpreting services rendered by Provider. I am a designated representative that has authority to approve these services. I agree to keep this agreement confidential, and will not release information contained within to any third party. This Agreement incorporates the attached Legal Terms.



Authorized Client Signature

Pamela Nabors, President and CEO

7-3-15

Date

Billing Remittance Information

In accordance with the Americans with Disabilities Act (www.ada.gov), your company is directly responsible for payment to Provider. Your company is therefore responsible for providing American Sign Language Corporation with full billing information, so services can be invoiced to Client.

Company Information

Legal Name: **Central Florida Workforce Development Board, Inc.**

Doing Business As (DBA): **CareerSource Central Florida**

Supplier Diversity (if applicable):

Minority Business Enterprise	Women Business Enterprise	Small Business Enterprise
Veteran Business Enterprise	Small Disadvantaged Business	Woman-Owned Small Business
Alaskan Native Corporation	Disadvantaged Business Enterprise	Disability-Owned Business Enterprise
SBA 8(A)	Service Disabled Veteran Business Enterprise	
SBA HUBZone	Lesbian, Gay, Bisexual, Transgender Business Enterprise	

Billing Information

Name/Department (ATTN): **Alexis Echeverria, Assistant Director of Operations**

Physical Billing Address: **390 N. Orange Avenue, Suite 700**

City/State/Zip Code: **Orlando, FL 32801**

Phone Number: **407-531-1222 x-2068**

Fax Number: **N/A**

Method of Payment: **Credit Card**

Wire Payment / ACH

Check

Invoice Remittance Email Address: **AccountsPayable@careersourcecf.com**

Will all invoices for all locations go to one centralized location?

Yes

No

*If no, please indicate instructions in the Addendum section below

Billing Contact Information

Accounts Payable Contact Name: **Accounts Payable**

Phone Number: **407-531-1222 Ext. 2003 or 2009** Email Address: **AccountsPayable@careersourcecf.com**

Accounting Contact Name: **Marilyn Guerrero, Controller**

Phone Number: **407-531-1222 Ext. 2004** Email Address: **MGuerrero@careersourcecf.com**

Additional Invoice Information

Do you require a Purchase Order Number? ***SEE NOTE** Yes

No

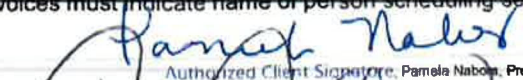
Do you require an Authorization Number? Yes

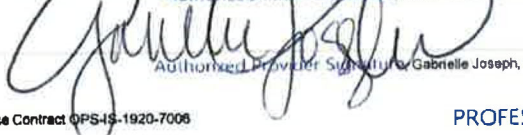
No

If Medical, do you require patient's information? Yes

No

All invoices must indicate name of person scheduling service, deaf client's name, and charge grant.


Authorized Client Signature, Pamela Nabors, President and CEO


Authorized Provider Signature, Gabrielle Joseph, Controller

7-3-15
Date

7-9-19
Date

Addendum

Please list any special instructions associated with this Agreement. If no special instructions, please leave blank.

CSCF's Addendum containing Contractor General Provisions, Certifications and Assurances is made a part hereof.

Legal Terms

Services and Duties.

Service Provider shall provide to Client the services and deliverables described in this Agreement in accordance with the terms and conditions set forth herein. If the parties desire to include additional services under this Agreement, such services will be set forth in subsequent statements of work signed by authorized representatives by both parties and attached to this Agreement.

Requests for Services.

Client shall use the attached Sign Language Request Form. Client will furnish Service Provider with a list of names and titles of all individuals authorized to request or cancel services from Service Provider pursuant to this Agreement and shall supplement such list in writing and update periodically as necessary. Service Provider shall not be responsible for any liability arising out of any action by authorized Client representatives in deciding to authorize, not authorize or cancel any request for services hereunder. Client will direct any comments or questions regarding Service Provider's services hereunder including, without limitation, content, scheduling, logistics, changes, comments, materials and feedback, directly to Service Provider. Communication of any such comments or questions to any interpreter furnished by the Service Provider shall not be considered communication to Service Provider. Client acknowledges and agrees that interpreters furnished by Service Provider to Client pursuant to this agreement may be either employees of Service Provider or independent contractors engaged by Service Provider to furnish services hereunder.

Term

The Initial Term ("Initial Term") shall commence on the Effective Date and have option for renewal using pre-negotiated rates for up to 3-years.

Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

Payments upon Termination. Upon the termination of this Agreement, Client shall pay to Service Provider all undisputed amounts due and payable hereunder, if any, within 30-days'.

Billing Terms

Billing will be invoiced via email weekly for the previous week to be paid within thirty (30) calendar days of receipt.

Representations and Warranties

Mutual

Client and Service Provider each represent and warrant that:

- a. it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- b. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- c. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- d. it shall comply with all federal, state, and local laws, or other laws and regulations applicable to it by the performance of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
- e. there is no outstanding litigation, arbitrated matter, or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

By Service Provider. Service Provider represents and warrants that:

- a. it will assign qualified interpreters for all on-site interpreting needs. Credentials and/or experience can be provided for any interpreter upon request. Our core group of interpreters has been background checked and/or fingerprinted for safety purposes. All interpreters follow conduct, confidentiality and ethics under RID CPC Specifications.

(<http://rid.org/ethics/code-of-professional-conduct/>);

- b. dress and conduct of interpreters shall meet applicable ethical standards and the professional standards set forth in the American Translators Association (ATA) Code of Professional Conduct and Business Practices;
- c. Service Provider shall direct its interpreters to adhere to Client safety procedures, if any, furnished to Service Provider by Client in writing and updated periodically as needed;
- d. it is the lawful licensee or owner of the VRI Services (excluding any Client Data and Customization Materials therein) and has all the necessary rights in the VRI Services to grant the use of the VRI Services to Client;
- e. the Services and any other work performed by Service Provider hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement;
- f. Service Provider will, at all times during the term of this Agreement, carry general liability insurance with a reputable carrier with a minimum limit of no less than \$1,000,000 / 2,000,000;

Client' Data.

Ownership. Client' data ("Client Data," which shall also be known and treated by Service Provider as Confidential Information) shall include: (a) Client data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Client Data is and shall remain the sole and exclusive property of Client and all right, title, and interest in the same is reserved by Client. This Section shall survive the termination of this Agreement.

Service Provider Use of Client Data. Service Provider is provided a limited license to Client Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Client Data only to the extent necessary to provide the Services. Service Provider shall: (a) keep and maintain Client Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Client Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Client Data for Service Provider's own purposes or for the benefit of anyone other than Client without Client prior written consent; and (d) Comply with all federal and state laws regarding the confidentiality and security of individually identifiable health information, including the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), commonly known as HIPAA as well as the rules and regulations adopted in connection with HIPAA. This Section shall survive the termination of this Agreement.

Backup and Recovery of Client Data. As a part of the Services, Service Provider is responsible for maintaining a backup of Client Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted.

Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Client Data or the physical, technical, administrative, or organizational safeguards put in place by Service Provider that relate to the protection of the security, confidentiality, or integrity of Client Data, Service Provider shall, as applicable: (a) notify Client as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Client in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Client.

Non-Disclosure of Confidential Information.

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, Client Data shall be deemed to be Confidential Information.

Obligation of Confidentiality.

The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

Cooperation to Prevent Disclosure of Confidential Information.

Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

Remedies for Breach of Obligation of Confidentiality.

Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of Client, at the sole election of Client, the immediate termination, without liability to Client, of this Agreement.

Surrender of Confidential Information upon Termination.

Upon termination of this Agreement, in whole or in part, each party shall, within sixty (60) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Service Provider shall return Client Data to Client following the timeframe and procedure described further in this Agreement. Should Service Provider or Client determine that the return of any non-Client Data Confidential Information is not feasible, such party shall destroy the non-Client Data Confidential Information and shall certify the same in writing within sixty (60) calendar days from the date of termination to the other party.

Data Privacy and Information Security.

Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Client Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Client Data; (c) protect against unauthorized disclosure, access to, or use of the Client Data; (d) ensure the proper disposal of Client Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider's data privacy and information security program be less stringent than the safeguards used by Client.

Proprietary Rights.

No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, except as may be provided under a license specifically applicable to such Confidential Information.

Customization Materials. Service Provider acknowledges that the materials provided by Client for customization shall remain the sole and exclusive property of Client. Service Provider is provided a limited license to Customization Materials for the sole and exclusive purpose of providing the Services. The provisions of this Section shall survive the termination of this Agreement.

Cancellation-No Show.

Service Provider incurs the cost of interpreters once they are booked for an assignment; for this reason, any assignments canceled or rescheduled with less than 25 hours' notice, will be billed in full. VRI cancellations must be made with the VRI Dispatcher at 1-877-428-3874

Standard wait time for the interpreter is 20 minutes per hourscheduled.

General.

Relationship between Client and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for Client or in any way to bind or to commit Client to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Client. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Client. In recognition of Service Provider's status as an independent contractor, Client shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff. Client shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Client.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to conflicts of law principles. The Parties hereby consent and submit to the jurisdiction of the state and federal courts in Osceola County, Florida in all questions and controversies arising out of this Agreement and agrees that Osceola County is the proper venue for resolution of all disputes. Both parties hereby waive any objection to personal jurisdiction or venue in any forum located in Osceola County.

Attorneys' Fees and Costs. In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, each party is responsible for any associated legal fees.

Compliance with Laws; Client Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with Client policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider.

Cooperation. Where agreement, approval, acceptance, consent, or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances so that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any Client supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Client, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event

remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event and inform the other party of its plans to resume performance, or performance by the delayed party will not be considered excused pursuant to this Section. Service Provider shall provide its current business continuity plan ("Business Continuity Plan") to Client upon Client request.

Advertising and Publicity. Service Provider shall not refer to Client directly or indirectly in any advertisement, news release, or publication without prior written approval from Client.

No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, via email or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

Assignment of Agreement and Succession. This Agreement may be assigned by Client to a third party only with the prior written approval of Service Provider. This Agreement may be succeeded by Client by merger, acquisition, etc. to a third party without the prior written approval of Service Provider. This Agreement may be assigned by Service Provider to a third party only with the prior written approval of Client. This Agreement may be succeeded by Service Provider by merger, acquisition, etc. to a third party without the prior written approval of Client. In the event of an assignment, the assigning party shall provide written notice of the assignment (which shall include the effective date of the assignment, the full name, physical address, mailing address, and telephone number of the assignee) to all other parties no later than thirty (30) business days before the effective date of the assignment. In the event of succession, the party that is being succeeded by another (or its successor in the event that the succession is due to the death of a party that is an individual) shall provide written notice of the succession (which shall include the effective date of the succession, the full name, physical address, mailing address, and telephone number of the successor) to all other parties no later than thirty (30) business days after the effective date of the succession. For the purposes of this Agreement, the terms "assigned", "assignment", and "assigning" mean transferring the rights and obligations herein (in whole or in part) to a third party in a manner through which the assignee is now a party to this Agreement in the place and stead of the assignor.

Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

Entire Agreement/Amendment. This Agreement and any attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Client and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

Cumulative Remedies. All rights and remedies of the Parties herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

Electronic Signature. This Agreement may be signed electronically.

I have read the legal terms and agree to terms contained herein.



Addendum to Agreement between CSCF and American Sign Language Services, Inc.

CareerSource Central Florida Contractor General Provisions, Certifications and Assurances

CareerSource Central Florida will not award a contract where the contractor has failed to accept the General Provisions, Certifications and Assurances contained in this section. This contract addendum ensures the inclusion and acknowledgement of the required Federal and State contracting and purchasing requirements which must be included in Workforce Board of Central Florida, d/b/a CareerSource Central Florida's (CareerSource) vendor agreements. This addendum will not extend the contract period or increase the contract amount described in the original agreement. CareerSource Central Florida is required to provide its vendors with the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained.

This Addendum is part of the attached Agreement by and between CareerSource Central Florida (CareerSource) and **American Sign Language, Inc.** (Contractor or Vendor) for services described in On-Site Interpreting and Video Remote Interpreting Agreement (Contract Reference #OPS 19-20-7006) effective 7-1-2019 attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Addendum herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7, the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Part 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition of funding from CareerSource under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) 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.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) 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.
- 6) Section 188 of the Workforce Innovation and Opportunity Act (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.

Addendum to Agreement between CSCF and American Sign Language Services, Inc.

- 7) The American 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.
- 8) Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 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 and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Contractor 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 Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, 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. Energy Efficiency: The Contractor shall comply 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).

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C 6962).

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

Contractor shall comply 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, Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form.

6. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

Addendum to Agreement between CSCF and American Sign Language Services, Inc.

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement 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 Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

8. MONITORING

At any time and as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by CareerSource. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource.

9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

10. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.0t7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

11. THE PRO-CHILDREN ACT

Contractor agrees to comply with the Pro-Children Act of 1994, 20 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.

12. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Vendor fails to provide any of the services it has contracted to provide; or
 - b. Vendor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the BOARD.
4. Written notification of termination must be by registered mail, return receipt requested.

Addendum to Agreement between CSCF and American Sign Language Services, Inc.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Vendor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor, in accordance with the Agreement terms.

In instances where Vendors/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

IN WITNESS WHEREOF, Contractor and Client have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY: CAREERSOURCE CENTRAL FLORIDA

BY: 

Pamela Nabors, President and CEO
Name Printed of Client Representative

Duly authorized for and on behalf of
CareerSource Central Florida

APPROVED BY: AMERICAN SIGN LANGUAGE SERVICES, INC.

BY: 

Gabrielle Joseph, COO
Name Printed of Contractor Authorized Representative

Duly authorized for and on behalf of
American Sign Language Services, Inc.