

VENDOR CONTRACTOR AGREEMENT NO. OPS TEMP 1819-7025
BY AND BETWEEN
CAREERSOURCE CENTRAL FLORIDA
390 North Orange Ave. Suite 700, Orlando, FL 32801
AND
JMark of Central Florida, Inc., dba Manpower

Central Florida Regional Workforce Development Board, Inc. hereinafter referred to as "CareerSource Central Florida" desires to enter into this Vendor Contractor Agreement (Agreement) with JMark of Central Florida, Inc., dba Manpower (Contractor) providing among other things for Contractor's services to CareerSource Central Florida. In consideration of the mutual covenant and agreement expressed herein, CareerSource Central Florida and Contractor hereby agree as follows.

1. TERM

The term of this Agreement shall commence on **May 6, 2019** and shall end on **June 30, 2020** subject to the provisions outlined in this Agreement. However, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits and reporting as applicable. CareerSource Central Florida reserves the right to negotiate for continued services with Contractor for an additional twelve-month period, renewable on an annual basis through **June 30, 2024** depending upon Contractor's performance and funding availability at the sole and absolute discretion of CareerSource Central Florida. Each year CareerSource Central Florida will evaluate the effectiveness of Contractor's performance and determine if the Agreement should be continued.

2. RESPONSIBILITIES OF CONTRACTOR AND PAYMENT TERMS

This Agreement is made and entered into by and between CareerSource Central Florida and Contractor for the provision of services in accordance with "Attachment A Statement of Work and Attachment B Payment terms" attached hereto and made a part hereof and the terms of this Agreement. Contractor shall return to CareerSource Central Florida any funds paid to Contractor, which have been disallowed pursuant to the terms of this Agreement.

The parties agree to comply with all the terms and provisions of this Agreement, including the included attachments.

Approved by:

Central Florida
Workforce Development Board
Development Board - Region 12
d/b/a CareerSource Central Florida

Approved by:

JMark of Central Florida, Inc., dba Manpower



Mimi Coenen
Typed Name

COO and 1st Vice President

Title

5-3-2019

Date



Lisa Fiore

Typed Name

COO

Title

5/8/2019

Date

STATEMENT OF WORK

Contractor will serve as CareerSource Central Florida's (CSCF) employer of record for participants in work experience internship initiatives within the five-county region. Contractor will also perform as employer of record for CSCF internal temporary staffing needs.

CSCF's intends to provide outreach, recruitment, and enrollment of participants into work experience internship activities. CSCF will determine eligibility and facilitate matches between participants and employers. Participants will then be referred to Contractor as the employer of record to complete required employment documentation. Contractor will be responsible for completion of all federal and state required employment and tax forms.

To assist CSCF with filling vacancies for temporary assignments, Contractor as employer of record will source talent to identify multiple qualified candidates allowing CSCF to interview and make selection to fill CSCF internal vacancies. Candidates will then be referred to Contractor, as the employer of record, to complete required employment documentation, including performing activities such as background check, drug screening, orientation, onboarding, payroll and termination etc. Contractor will be responsible for completion of all federal and state required employment and tax forms.

Contractor will acknowledge that any temps placed under contract is an employee (also known as Associates) of the Contractor and shall expressly inform all of its Associates of that status prior to commencement of their work assignment.

Internship initiatives will be paid at a rate set by CSCF and may work up to a maximum of 40 hours per week. Any hours worked by a participant exceeding 40 in a work week that is not pre-approved by CSCF will require a combined meeting between host site, Contractor, and CSCF to prevent further occurrences. Contractor agrees that at the end of a participant's paid internship, worksite management may offer continued employment to a participant without the Contractor receiving a placement fee.

CSCF will provide specifics on work schedule, target hourly rate, and maximum hours temps may work per week at time that need to fill an assignment at CSCF is communicated.

Payroll must occur weekly. Contractor must maintain timecards in an all-electronic timekeeping system that allow access for viewing timecards and W-2s. The Associates will be responsible for entering their time into Contractors automated system: Tempworks. This system creates an automated approval email and link to all the sites and approvers to approve or reject. Thus, creating an accurate CSCF invoice weekly, and a Direct Deposit to all Associates (Contractor's only accepted means of payment is direct deposit or ADP Paycard.) Contractor will provide orientation to employers on using the timecard application.

Contractor will be solely responsible for all payroll functions, including but not limited to, onboarding and the timely payment of all compensation under this Agreement and will be responsible for filing of state and federal taxes, unemployment insurance and payroll processing.

In the event CSCF notifies Contractor of a participant claiming to not have received the appropriate compensation, Contractor will promptly contact said participant and attempt to settle any dispute(s) in good faith. In the event the Contractor is unable to promptly resolve any compensation dispute with any of the above described individual(s), the Contractor shall provide a written explanation to CSCF of the dispute and the steps taken by the Contractor to resolve same.

Contractor will be required to conduct a state level-background check covering criminal, social security number verification, and sexual offender on all CSCF referred participants under this Agreement and provide CSCF staff with documented results. Contractor's web-based solution addresses I-9, e-Verify, and all on-boarding activities for new hires. Contractor will complete Florida Department of Law Enforcement (FDLE) background checks and drug screens during on-boarding and orientation. Drug screens for participants are only necessary when required by employer(s). Contractor will be reimbursed by CSCF at the rate actually paid by Contractor for these expenses.

- Results must be disclosed to the worksite employer for consideration prior to commencing work with the worksite employer. Commencement of internships will be contingent upon results of background checks and agreement with work site employer following employer's review of such information.
- Criminal information must be obtained directly from FDLE.
- The criminal background check must, at a minimum, include an investigation for, and review of, any (i) state and federal felony convictions; (ii) misdemeanor convictions involving moral turpitude; (iii) any crimes in violation of the Violet Crime Act of 1974; and (iv) any pending deferred adjudications with respect to (i) and (ii).

Prior to participants' assignment to a work site employer, Contractor will conduct an orientation, either in person or online, with the participant to review Contractor's policies and work site assignment requirements, including Contractor/participant relationship; work standards and expectations; dress and business etiquette; and Contractor policies and procedures related to drug use, sexual harassment, non-discrimination/anti-retaliation, compliance and ethics training. Contractor must hold one on one and/or group orientations at Career Centers throughout the five county region in Creole, English and Spanish, when requested by CSCF.

A CSCF work site monitor will provide oversight of the participant and worksite employer at regular intervals to ensure program performance.

Contractor will be responsible for notifying the participant of assignment conclusion and completing all necessary termination documentation. Contractor is required to notify CSCF in writing within 24 hours of participant termination by forwarding notice to the CSCF Director of Operations or their designee.

Contractor will work with CSCF staff to obtain all documentation necessary from participant's work site employer to meet reporting and reimbursement requirements.

Contractor's customized reporting and invoicing will provide billing and reporting options to allow Contractor to capture data on usage by department, by skill, and by associate to help with CSCF budgeting and planning activities such as:

- Cumulative hours worked and wages earned by each participant
- Detailed list of all active participants by work site and/or classification
- Cumulative assignment detail analysis for all active and terminated participants, including start date, end date, termination date, hourly rates, and duration of employment.
- CSCF crafted invoices – ability to pull timecards from our automated system
 - Separate line item for each participant paid and associated cost incurred for background check and drug screening
 - All invoices must be supported with attached timecards, (signed by the participant and the participant's supervisor), and applicable VENDOR invoices.
 - Contractor will add notation FINAL CHECK to invoices, when applicable, for participants.
 - Digital invoices in MS-Excel used for ease of review.

Contractor will provide weekly reports to CSCF staff allowing the ability to generate custom reports, as needed, on performance and fiscal data. In addition to weekly reporting requirement, Contractor will attend scheduled quarterly performance review meetings with the CSCF. Meetings time and dates to be coordinated with CSCF staff. Contractor will ensure that electronic access to participant timesheets and paystubs is made available to CSCF staff.

Contractor will maintain accurate auditable records including, but not limited to, records, timesheets, activity logs, invoices, or other expense records, which are the basis of change for any fees, expenses or other charges to CSCF under the contract. Records must possess capability to track and capture cost by multiple grants (i.e. WIOA, TANF, NEG Hurricane Maria etc.) for all participants under this Agreement, including hours and dollars spent by customer.

INSURANCE

Contractor shall, at its sole expense, maintain the following insurance. A certificate of insurance satisfactory to CSCF and evidencing the coverage must be presented to CSCF prior to commencement of services. All policies of insurance referenced herein will be primary and will include CSCF as an additional insured with the exception of Workers' Compensation for "traditional work experience" internship initiatives and Summer Youth Program, which are covered by the State of Florida. All policies will include provisions that the insurers waive rights of recovery or subrogation against CSCF. CSCF shall be exempt from, and in no way liable for, any sum of money, which may represent a deductible in any of the aforementioned insurance policies. The payment if such deductible shall be the sole responsibility of Contractor.

- Liability Insurance: A standard liability insurance policy in the single limit amount of \$1,000,000 per occurrence and \$2,000,000 as an aggregate amount and general liability insurance in an amount not less than \$100,000 per person and \$200,000 per occurrence.

- Worker's Compensation: Workers' Compensation or similar insurance which provides coverage to all temps assigned to CSCF and sponsored youth participating in work experience internship initiatives at least the minimum statutory limits required by the state of Florida. Seller will also provide Workers' Compensation or similar insurance coverage for Special Project Work Experience. However, Contractor is not required to provide Worker's Compensation coverage for adults and youth participating in work experience internship initiatives and Summer Youth Program. Said coverage is provided by the state of Florida for adults and youth participating in work experience or Summer Youth Programs. This means that a participant in aforesaid programs shall be deemed an employee of the state for purposes of workers compensation.
- Bonding: A company-wide blanket Employee Fidelity Bond intended to cover every officer, director, agent, subcontractor, or employee authorized to receive or deposit funds under the Agreement, or issue financial documents, checks, or other instruments of payments of program costs. This bond shall be in the amount of \$100,000 or the highest planned single payment by CSCF during the contract period, whichever is more.

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PAYMENT TERMS

This is a cost reimbursable Vendor Contractor Agreement. Contractor shall invoice CSCF, in accordance with PAYMENT TERMS outlined within this Attachment. Note that business related travel expenditures, food and beverages are not reimbursable under this Agreement regardless of purpose. Payment Terms under this Agreement will be Net 15 Days.

FIVE COUNTY REGION LOCATIONS*

Locations (ALL)
Lake
Orange
Osceola
Seminole
Sumter

*A broad range of positions titles and locations are covered under this Agreement. As applicable, CSCF agrees to provide the position title, description, location and corresponding pay rate to Contractor as well as corresponding maximums related to work hours and/or length of time in position. Contractor shall reserve the right not to hire program participant or candidate if such individual is deemed as unsuitable for hire, for any lawful reason, by Contractor. For example:

- A. Failure to pass a Drug Screen
- B. Non-Disclosure of a Misdemeanor or Felony at time of intake

MARK UP FOR FORMULA PARTICIPANTS (WORK EXPERIENCE INTERNSHIPS & SUMMER YOUTH PROGRAM)

Mark-up Percentage	Work	Overtime Mark Up – Based on Straight Time Bill Rate
20.5%	Traditional Work Experience	Not Applicable
25%	Special Project Work Experience (Contractor assumes responsibility for providing Workers Compensation)	Not Applicable

MARK UP FOR NON-FORMULA WORKFORCE (TEMPS & SPONSORED INTERNSHIP)

Mark-up Percentage	Work	Overtime Mark Up – Based on Straight Time Bill Rate
30%	CSCF Internal Temporary Staffing	Not Applicable

- The above rates are comprised in part of the following costs associates with Contractor's Employer Obligations and are subject to provision of rate increases and notice of Government Requirements stated in the Agreement below: FICA, FYTA, SUTA, statutory minimums.
- Rate Increases: If Contractor is required to increase wage and/or payroll burden costs at any time during the term of this Agreement as a direct result of any determination, order or action by any applicable federal, state or local governmental authority or third party insured including prevailing wage and benefit requirements, or in order to meet Employer Obligations, CSCF will reimburse Contractor at cost for aby such increase or equitable adjustment.
- Notice of Government Requirements: CSCF agrees to notify Contractor immediately whenever any Associate will perform work pursuant to a government contract covered by the Service Contract Act if 1965, The Davis Bacon Act of Related Acts or any applicable federal, state or local government requirement and to pay Contractor the price differential or equitable adjustment associated with any wage determination under such government contract.

REQUIRED ADDITIONAL BACKGROUND CHECKS AND TESTING

Required	Check or Test	Specific Requirements, if any	Cost
Yes	Criminal Record Check	SSN Trace +7-year history county criminal search	\$24.00 per employee
No	Driving Record	Not Applicable	Not Applicable
Yes	Drug Test	5 panel Urinalysis	\$5.50 per employee
Yes	Employment Verifications	Contractor will process verifications, as requested	No Fee

TEMP-TO-PERM CONTRACT CONVERSION FEES

Under this Agreement a temp-to -perm conversion fee shall be applicable should CSCF choose to hire Contractor employee. The conversion fee will be based on the amount of hours assigned Contractor's employee has worked filling a temporary CSCF internal vacancy. The conversion fees are as shown in the table below:

Hours Worked As CSCF Internal Hire	Conversion Fee Payment Due
0 -240 Hours	\$3,000
241 -480 Hours	\$1,500
481 - 640 Hours	\$500
641 Hours or greater	\$0

Contractor shall submit invoices to facilitate payments in accordance with pay points indicated below. Invoices shall be transmitted electronically by email to accountspayable@careersourcecf.com

INVOICING SUPPORT DOCUMENTATION REQUIREMENTS

Required support documentation for submitted invoices must include the following, at a minimum:

- Copy of approved timesheets for each Associate included on submitted invoice for payment.
- Copy of background check request showing signature of Associate with date of background check.
- Copy of drug test request showing signature of Associate with date of drug test.

VENDOR GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES

CareerSource Central Florida will not award a contract where Vendor has failed to accept the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this Cost Reimbursement Agreement, Vendor hereby certifies and assures that it will fully comply with the following:

By signing the Agreement, Vendor is providing the assurances and certifications as detailed below:

I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).

The prospective Vendor certifies to the best of its knowledge and belief, that it and its principals are: not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted 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 contract 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;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this proposal (or plan).

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).

Vendor certifies, to the best of his or her knowledge & belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. 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;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. 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.

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.

IV. ACCESS TO RECORDS

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Vendor or subcontractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Vendor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

Vendor 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.

VI. PROVISION AGAINST ASSIGNMENT

Vendor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Vendor from this modified agreement.

VII. DAVIS-BACON ACT

Vendor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29CFR, part 3), and the Contract Work Hours and Safety Standards Act (40U. S. C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

VIII. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

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

IX. AMERICANS WITH DISABILITIES ACT

Vendor will comply with 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; 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

X. EXECUTIVE ORDER 11246

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Vendor and Subvendors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Vendor/Subvendor 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.

XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

Vendor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

XII. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT

The Vendor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to 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). Vendor shall report any violations of the above to the Board. The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

XIII. ENERGY EFFICIENCY

Vendor 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 Energy Policy and Conservation Act (Public Law 94-163).

IVX. ENVIRONMENTAL STANDARDS

Vendor will comply with environmental standards which may be prescribed pursuant to the following; (a) institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO0 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of 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).

XX. INTEGRITY

Vendor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Vendor must, prior to execution, complete the Certification Regarding Lobbying Form.

XXI. 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 Vendors 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.

XXII. MODIFICATIONS

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstance affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one year period at the end of this contract.

XXIII. 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.

If Vendor 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 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.

XXIV. COMPLIANCE WITH TANF

Vendor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated there under.

XXV. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

Vendor 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. Vendor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

XXVI. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287.133(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 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XXVII. THE PRO-CHILDREN ACT

Vendor 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.) 103-277, 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.

XXVIII. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida 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 Central Florida 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 Central Florida. 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.