

## GENERAL TERMS AND CONDITIONS

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### *I Termination of Contract, Modification and Breach of Contract*

- A. Modifications to this Contract shall be unilateral in nature when required by changes in US Department of Labor or State of Florida regulations, policies or funding, or when required by a change in State or Federal law.
- B. For Convenience - Either party may terminate the performance of work under this Contract, in whole, or from time to time, in part, whenever it determines such termination or suspension is in their best interest. Written notification from one party, as summarized in Section I, Paragraph E, to the other transmitting notice via certified mail with return receipt is required. Termination will be effective thirty (30) days after the notice has been issued, and the other party will have thirty (30) days after the termination date to close out the Contract.
- C. For Cause - The performance of work under this Contract may be terminated effective immediately, in whole, or from time to time, in part, by the Workforce Development Board of Flagler and Volusia Counties, Inc. d.b.a. CareerSource Flagler Volusia, (CareerSourceFV) at its sole discretion. The Sub-Recipient/Contractor will be notified by certified mail. Termination will be effective immediately and the Sub-Recipient/Contractor will be given thirty (30) days after the termination date to close out the Contract.
  - i) Reasons for termination with cause include, but are not limited to, the following:
    - a) If, through any cause not attributable to CareerSourceFV, the Sub-Recipient/Contractor fails to fulfill in a timely and proper manner its obligations under this Contract.
    - b) If the Sub-Recipient/Contractor violates any of the covenants, agreements or stipulations of this Contract.
    - c) If Temporary Assistance to Needy Families/Welfare Transition Program (TANF/WTP), or Workforce Innovation and Opportunity Act (WIOA) funding is not available.
    - d) If the Sub-Recipient/Contractor fails or refuses to permit inspection of its books by the US Secretary of Labor, Inspector General, CareerSourceFV or its designee, or any authorized person seeking inspection of the Sub-Recipient/Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.
    - e) If CareerSourceFV determines that it is necessary to protect the integrity of the funds or ensure proper operation of the program.

- D. Notice of Termination - Termination of work hereunder shall be affected by either party by the delivery of a Notice of Termination by a certified letter to the other party specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- E. Certified and other mail related to contractual obligations will be sent to the following parties:
- i) CareerSource Flagler Volusia  
Robin King, President/CEO  
329 Bill France Boulevard  
Daytona Beach, Florida 32114
  - ii) For the second party (Sub-Recipient/Contractor):  
Authorized Signatory as identified on the Administrative Capability Form, if applicable, included in the awarded proposal.  
Business address as identified on the Administrative Capability Form, if applicable included in the awarded proposal.
- F. Action to Be Taken After Receipt of Notice of Termination - After receipt of the notice of termination, the Sub-Recipient/Contractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items and shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering persons and/or services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Sub-Recipient/Contractor agrees to:
- i) Settle all outstanding liabilities and claims arising out of such cancellation of commitments or ratify all such settlements.
  - ii) Assign to CareerSourceFV in the manner, at the time and to the extent directed by CareerSourceFV, all of the rights, titles and interests of the Sub-Recipient/Contractor under the orders and subcontracts so terminated. CareerSourceFV shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and second parties.
  - iii) For Cost Reimbursement Contracts: Payments will be made for expenditures incurred up to the date that termination notification is received. CareerSourceFV must receive the final request for cost reimbursement, within thirty (30) days after the termination of the Contract unless otherwise stipulated by CareerSourceFV.
  - iv) Any litigation shall be heard under the laws of Florida and occur in Volusia County, Florida. Attorney Fees; The prevailing party in litigation including breach, enforcement, or interpretation arising out of the RFP or Contract shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

*II Availability of Funds*

It is expressly understood and agreed that the obligation of CareerSourceFV to proceed under this Contract is conditioned upon the appropriation of funds by the State of Florida and receipt of Federal and/or State funds. If the funds anticipated for the fulfillment of this Contract are, at any time, not forthcoming or insufficient, either through the failure of the Federal Government to provide funds or the State of Florida to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to CareerSourceFV for the payments or performance due under this Contract, CareerSourceFV shall not be obligated to pay the amounts due under this Contract; and all further obligations of CareerSourceFV under this Contract will cease immediately, without penalty, cost or expense to CareerSourceFV of any kind whatsoever. In the event of such non-appropriation of funds or lack of funds, CareerSourceFV shall notify the Sub-Recipient/Contractor and this Contract shall be null and void.

*III FAIN #s for funding streams associated with this contract may include but is not limited to the following:*

AA322101855A12, G1901FLTANF

*IV Authority to Enter This Contract*

The Sub-Recipient/Contractor assures that it possesses legal authority to enter into the Contract; and the authority to file project plans, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient/Contractor to act in connection with the Contract and to provide such additional information as may be required.

*V Debarment, Suspension and Other Responsibility Matters*

A. The Sub-Recipient/Contractor assures that it and its principals; 1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local Department or agency; 2) have not, within a three year period, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public 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; 3) are not presently indicted for or otherwise criminally or civilly charged by any government entity (Federal, State or local) with commission of any of the acts outlined herein; 4) have not, within a three year period preceding this Contract, had one or more public

transactions terminated for cause or default; 5) are not on the State of Florida's convicted vendor list and, 6) is properly licensed by the State of Florida to perform the services outlined in this contract. The Sub-Recipient/Contractor hereby certifies that all items identified in the preceding paragraph are true.

*VI Assignment of Contract*

This Contract and the provisions stated herein shall not be assigned by the Sub-Recipient/Contractor without the expressed written consent of CareerSourceFV. The Sub-Recipient/Contractor shall not be relieved of its obligations without specific written release.

While it is understood that the Sub-Recipient/Contractor may enter into agreements or subcontracts with eligible entities for the provision of the services required with the approval of CareerSourceFV, any and all such agreements or subcontracts shall include all of the terms and conditions of the RFP under which this Contract was awarded. The Sub-Recipient/Contractor shall be fully responsible for the performance of its Contract.

Copies of all subcontracts, agreements and modifications thereto shall be forwarded to CareerSourceFV.

*VII Continuing Right of Enforcement*

The failure of CareerSourceFV to strictly enforce any of the provisions of this Contract, or to require strict performance by the Sub-Recipient/Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other provision contained therein nor shall it in any way affect the validity of this Contract or any part hereof, or waive the right of CareerSourceFV to thereafter enforce each and every provision therein.

*VIII Rights of CareerSourceFV*

CareerSourceFV, or any Federal, State or local agency to which CareerSourceFV has responsibility and accountability for funds provided under this Contract shall have the right to visit any site, interview any beneficiary, and observe any action covered by the Contract.

*IX Obligations of CareerSourceFV*

CareerSourceFV, through duly authorized representatives, shall have the obligation to:

- A. Make available for review by the Sub-Recipient/Contractor each and every act, regulation, rule, law and plan that is specifically named and incorporated into this Contract.
- B. Notify the Sub-Recipient/Contractor of any changes in such act, regulation, rule, law and plan that is specifically named and incorporated in this Contract which may affect the Sub-Recipient/Contractor's performance under the terms and conditions to this Contract.

*X Catalogue of Federal Domestic Assistance (CFDA) numbers*

Below are the CFDA numbers for funding received by CareerSourceFV:

The CFDA numbers for Supplemental Nutrition Assistance Program

- 10.551

The CFDA numbers for Wagner-Peyser

- LVER 17.804
- DVOP 17.801
- UC 17.225
- Employment Services 17.207

The CFDA number for Temporary Assistance for Needy Families is:

- 93.558

The CFDA number for Workforce Innovation and Opportunity Act is:

- Adult 17.258
- Dislocated 17.260
- Youth 17.259

#### *XI Records Retention and Maintenance*

All recipients of federal financial assistance under the WIOA shall provide access to all documents, papers, letters, or other materials, prepared or received by the recipient regarding the subject matter of the contract, 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.

The Sub-Recipient/Contractor agrees:

- A. To maintain financial, participant, statistical, audit and property records and documents pertaining to services provided and the characteristics of applicants, beneficiaries and participants of programs funded by this Contract as will enable it to properly comply with all reporting requirements of CareerSourceFV. Such records and documents shall be retained and kept available for audit purposes for five (7) years or until an approved audit of both CareerSourceFV and the Sub-Recipient/Contractor is completed, or until all litigation, claims or audit findings involving the records have been resolved, whichever occurs later. Such retention period starts from the date of CareerSourceFV approval of the Sub-Recipient/Contractor's closeout. Should the Sub-Recipient/Contractor be unable to maintain the records, such records shall be transmitted to CareerSourceFV in acceptable condition for storage.
- B. To permit CareerSourceFV, the US Secretary of Labor, the Inspector General of the US Department of Labor, the US Comptroller General, or their designated representatives to have access and the authority to audit, examine, and make

excerpts, copies or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Contract. To carry out this function, officials shall have access to all matter covered by this Contract during regular business hours and at reasonable locations, including the Sub-Recipient/Contractor's office or any other site at which the Sub-Recipient/Contractor may operate, maintain offices, or keep books and records.

- C. That if books and records used by the Sub-Recipient/Contractor, as determined in monitoring or audit reports in accounting for expenses incurred under this Contract, do not meet the minimum standards of accepted accounting practices and records management of CareerSourceFV, CareerSourceFV reserves the right to withhold any or all of its funding to the Sub-Recipient/Contractor until such time as standards are met. CareerSourceFV may withhold payments due under a later agreement to offset disallowed costs identified under an earlier agreement.
- D. That the Sub-Recipient/Contractor may be required to use different administrative or accounting procedures for the planning, controlling, monitoring and reporting of all fiscal and participant matters relating to this Contract.
- E. That all direct and indirect costs shall be charged in accordance with CFR 200 or subsequent guidance.
- F. To establish and maintain an auditable accounting system, and report on an accrual basis in accordance with recognized accounting practices and CareerSourceFV's requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by the State of Florida and CareerSourceFV and to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully.
- G. To keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent.
- H. Government organizations and non-profits are required to be audited in accordance with CFR 200 or subsequent guidance. Commercial organizations (for-profit) receiving more than \$750,000 in total federal funds for the fiscal year must have either a program specific independent financial and compliance audit in accordance with generally accepted government auditing standards or an organization-wide audit that includes coverage of the federal funds within its scope. Non-federal entities other than commercial organizations that expend less than \$750,000 in total federal funds are exempt from federal audit requirements.
- I. That the Sub-Recipient/Contractor will repay CareerSourceFV amounts found not to have been expended in accordance with the Contract or disallowed in the final resolution of the audit report. The Sub-Recipient/Contractor shall repay such amounts from funds other than funds received under the Contract. CareerSourceFV may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

- J. The Sub-recipient/Contractor will adhere to the guidance for Commercial Organizations set forth in 48 CFR Part 31 if they are a for profit organization.

*XII Submission of Audits*

All audits must be submitted in compliance with **(2 CFR § 200.512 Report submission. (a) General. (1) The audit must be completed, and must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day).** Failure to submit audits within the above timeframe shall relieve CareerSourceFV of financial liability.

*XIII Submission of Invoices*

Failure to submit invoices within thirty (30) days of the activity shall relieve CareerSourceFV of financial liability.

*XIV Other Invoices/ Payments*

Documentation to support payments made by CareerSourceFV shall be submitted along with request for payment in a timely manner. Such documentation shall be recorded in accordance with the applicable Policy and Procedure.

*XV Liability for Damages and Disallowed Costs*

Notwithstanding any terms or conditions of this Contract to the contrary, neither party shall be relieved of liability to the other party for damages sustained by the other party by virtue of any breach of Contract by the other party, or for any disallowed cost; and either party shall have the right to demand of the other party, within a period of time specified by the offended party, the return of any Contract funds used for such disallowed costs, and the Sub-Recipient/Contractor agrees to comply with such demand.

Indemnification and hold harmless clause. Each party will indemnify or hold harmless the other party with respect to damages in connection with bodily injury, illness or any other damage or loss, notwithstanding any term or condition of this Contract to the contrary, either party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Contract by the other party.

*XVI Applicability of Federal, State and Local Laws*

Notwithstanding any term or condition of the Contract to the contrary, it is understood by all parties hereto that nothing in this Contract will relieve any of the parties from adherence to applicable Federal, State and local laws and regulations.

*XVII Hold Harmless*

Both parties further agree to hold and save the other party, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property

resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Sub-Recipient/Contractor. This includes court costs and attorney's fees incurred by CareerSourceFV. In addition, either party shall hold harmless the other party with respect to any damages for bodily injury, illness or other losses.

### *XVIII General Terms*

The Sub-Recipient/Contractor understands and agrees that oral communication between the parties will not be accepted in any audit determination or other matter involving interpretation of the rules, policy directives, and regulations governing the implementation of program activities under this Contract.

Refunds or credits from training institutions or other vendors for costs that have been paid by CareerSourceFV shall:

- A. Be returned to CareerSourceFV within ten (10) days of the Sub-Recipient/Contractor's receipt; or
- B. The next cost reimbursement request from the vendor may be reduced by the refund amount.
- C. The Sub-Recipient/Contractor will adhere to and comply with CareerSourceFV's Complaint and Grievance procedures that have been approved by the State of Florida.
- D. In the administration of this Contract, the Sub-Recipient/Contractor shall comply with the Standards of Conduct issued in the Florida Statutes Sections 112.313 (Standards of Conduct for Public Officers and Employees of Agencies) and 104.31 (Political Activities of State, County, and Municipal Officers and Employees), as applicable.
- E. In the administration of this Contract, every reasonable course of action will be taken by the Sub-Recipient/Contractor in order to maintain the integrity of the expenditure of public funds.
- F. CareerSourceFV reserves the right to impose financial penalties for non-compliance with the terms and conditions of this contract.

### **SPECIAL TERMS AND CONDITIONS**

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#### *I Compliance with Title VI and VII of the Civil Rights Acts of 1964, as amended, and WIOA Regulations, as amended, Regarding participation and Benefits*

The Sub-Recipient/Contractor agrees to comply with Title VI and VII of the Civil Rights Act of 1964 (P.O. 88-352) and with 29 CFR, part 37, the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, and further agrees that no person in the United States shall on the ground of race, creed, color,



handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

## *II Civil Rights Certification*

The Sub-Recipient/Contractor gives this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance.

The Sub-Recipient/Contractor assures that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 188 of the Workforce Innovation and Opportunity Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship or participation in WIOA.
- C. The Nontraditional Employment for Women Act of 1991, as amended, public law 102-235, which prohibits discrimination on the basis of sex-stereotyping in occupations traditional for the other sex.
- D. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- E. Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities.
- F. The Age Discrimination Act of 1972, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities.
- G. 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 in programs and activities.
- H. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

## *III Equal Employment Opportunity*

The Sub-Recipient/Contractor will not discriminate against any employee including WIOA, SNAP or WTP/TANF participants and beneficiaries for employment and training activities because of race, color, age, sex, religion, disability, political affiliation or national origin. The Sub-Recipient/Contractor will ensure that applicant and program beneficiaries are treated equally and fairly without regard to race, color, age, sex, religion, disability, political affiliation or national origin. Such action shall include, but not be limited to the following:

upgrading, employment demotion, and transfer, recruitment and advertising, layoff and termination, rates of pay and other forms of compensation, and selection for training.

The Sub-Recipient/Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Sub-Recipient/Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Sub-Recipient/Contractor further assures that all Sub-Recipient/Contractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In addition, there shall be no discrimination against individuals who are participants in activities supported by funds provided under this Contract.

#### *IV Transparency Act Requirements*

The Sub-Recipient/Contractor must ensure that they have the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. Law 109-282, as amended by section 6202 of Pub. Law 110-252) (Transparency Act), as follows:

The following types of awards are not subject to the Federal Funding Accountability and Transparency Act:

- A. Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
- B. Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
- C. Federal awards, if the required reporting would disclose classified information.

#### *V Sub-Recipient/Contractor Supervision*

Services and activities provided under this Contract shall be administered by or under the supervision of the Sub-Recipient/Contractor.

#### *VI Fraud and Program Abuse*

The Sub-Recipient/Contractor shall ensure the integrity of the programs by maintaining sufficient, auditable, and otherwise adequate records that support the expenditure of all funds under the Contract.

The submittal of false information may be considered as fraud and could result in the immediate termination of the Contract and/or prosecution. The Sub-Recipient/Contractor is liable for the repayment of funds that were paid by CareerSourceFV for reported performance or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a

check for the amount owed if the program ended. Resolution should occur within thirty (30) days.

*VII Theft or Embezzlement from Employment and Training Funds*

The Sub-Recipient/Contractor shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement.

*VIII Health and Safety*

The Sub-Recipient/Contractor for the duration of the Contract shall maintain appropriate standards for health and safety in work and training situations. Health and safety standards, including Child Labor Laws, established under State and Federal law, otherwise applicable to working conditions of participants. The Sub-Recipient/Contractor assures that appropriate standards for health and safety in work and training situations will be maintained. Where participants or employees covered under this Contract are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

*IX Further Assurance*

The Sub-Recipient/Contractor assures that it, and its Sub-Recipient/Contractors, will comply with all applicable accreditation, business licensing, taxation and insurance requirements of State or Federal statute or law.

*X Complaints and Grievances*

The Sub-Recipient/Contractor will adhere to the Complaint and Grievance Procedures outlined in CareerSourceFV's policies.

*XXII. General Description of Workforce Delivery System*

Title I of WIOA assigns responsibilities at the local, State and Federal level to ensure the creation and maintenance of a Workforce delivery system that enhances the range and quality of workforce development services that are accessible to individuals seeking assistance.

In general, the Workforce System is a structure under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (referred to as Workforce Partners) collaborate to create a coordinated delivery of service that will enhance access to program services and improve long-term employment outcomes for individuals receiving assistance.

The Workforce System in Volusia and Flagler Counties will provide access to numerous workforce investment and educational and other human resource services, activities and programs. Rather than requiring individuals and businesses to seek workforce

development information and services at several different locations CareerSourceFV and its Partners will strive to simplify and expand access to services for job seekers and employers.

As providers in the Workforce System, all Sub-Recipient/Contractors will be required to provide services through this system.

*XXIII. Compliance with Acts relating to Work And Safety*

The Sub-Recipient/Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act 940 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

*XXVII. Safeguarding Data Including Personally Identifiable Information (PII)*

The Sub-Recipient/Contractor must recognize that confidentiality of PII and other sensitive data is of paramount importance and must be observed except where disclosure is allowed by the prior written approval of CareerSourceFV or by court order. All data exchanges conducted through or during the course of performance of this contract will be conducted in a manner consistent with applicable Federal law and TEGL NO. 39-11 (issued June 28, 2012). All such activity conducted by ETA and/or Sub-Recipient/Contractor/s will be performed in a manner consistent with applicable state and Federal laws.

The Sub-Recipient/Contractor agrees to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable in governing their handling of confidential information:

To ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via e-mail or stored on CDs, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module. The Sub-Recipient/Contractor must not e-mail unencrypted sensitive PII to any entity, including ETA or Sub-Recipient/Contractors.

- A. The Sub-Recipient/Contractor must take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure. The Sub-Recipient/Contractor must maintain such PII in accordance with the ETA standards for information security described in this TEGL and any updates to such standards provided to the Sub-Recipient/Contractor by ETA. The Sub-Recipient/Contractor who wish to obtain more information on data security should contact their Federal Project Officer.
- B. The Sub-Recipient/Contractor shall ensure that any PII used during the performance of their grant has been obtained in conformity with applicable Federal and state laws governing the confidentiality of information.

- C. The Sub-Recipient/Contractor further acknowledge that all PII data obtained through their ETA grant shall be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using Sub-Recipient/Contractor issued equipment, managed information technology (IT) services, and designated locations approved by ETA. Accessing, processing, and storing of ETA grant PII data on personally owned equipment, at off-site locations e.g., employee's home, and non-Sub-Recipient/Contractor managed IT services, e.g., Yahoo mail, is strictly prohibited unless approved by ETA.
- D. Sub-Recipient/Contractor employees and other personnel who will have access to sensitive/confidential/proprietary/private data must be advised of the confidential nature of the information, the safeguards required to protect the information, and that there are civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.
- E. The Sub-Recipient/Contractor must have their policies and procedures in place under which Sub-Recipient/Contractor employees and other personnel, before being granted access to PII, acknowledge their understanding of the confidential nature of the data and the safeguards with which they must comply in their handling of such data as well as the fact that they may be liable to civil and criminal sanctions for improper disclosure.
- F. The Sub-Recipient/Contractor must not extract information from data supplied by ETA for any purpose not stated in the grant agreement.
- G. Access to any PII created by the ETA grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement.
- H. All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption. In addition, wage data may only be accessed from secure locations.
- I. PII data obtained by the Sub-Recipient/Contractor through a request from ETA must not be disclosed to anyone but the individual requestor except as permitted by the Grant Officer.
- J. The Sub-Recipient/Contractor must permit ETA to make onsite inspections during regular business hours for the purpose of conducting audits and/or conducting other investigations to assure that the Sub-Recipient/Contractor is complying with the confidentiality requirements described above. In accordance with this responsibility, The Sub-Recipient/Contractor must make records applicable to this Agreement available to authorized persons for the purpose of inspection, review, and/or audit.
- K. The Sub-Recipient/Contractor must retain data received from ETA only for the period of time required to use it for assessment and other purposes, or to satisfy applicable Federal records retention requirements, if any. Thereafter, the Sub-Recipient/Contractor agrees that all data will be destroyed, including the degaussing of magnetic tape files and deletion of electronic data.

*XXVIII. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*

Contractors who apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

*This bid solicitation is fully supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture as part of awards totaling \$8,565,815.*