



SUBCONTRACT NO. WDB04-1257

WORKFORCE ALLIANCE, INC.

326 Fern Street, Suite 301
West Palm Beach, Florida 33401

AND

SCHOOL DISTRICT OF PALM BEACH COUNTY

3310 Forest Hill Boulevard, Wing C
West Palm Beach, Florida 33406
FEI NO. 60-221134253C

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SUBCONTRACT NO. WDB04-1257

MADE THIS _____ DAY OF _____, 2005 BY AND BETWEEN

**WORKFORCE ALLIANCE, INC.
326 Fern Street, Suite 301
West Palm Beach, Florida 33401**

And

**SCHOOL DISTRICT OF PALM BEACH COUNTY
3310 Forest Hill Boulevard, Wing C
West Palm Beach, Florida 33406**

WITNESSETH:

WHEREAS, on August 31, 2004, Workforce Alliance (hereinafter referred to as "ALLIANCE") received written notification from the Agency for Workforce Innovation awarding continuation funding for a third Program Year for the Adult Education and Family Literacy Front Porch and Community Technology For Project Year 2004-2005 Project ("Project") to address issues related to literacy and technology;

WHEREAS, a portion of Project funds are designated to assist adults in completing high school or the equivalent and to obtain the knowledge and skills necessary for employment and self-sufficiency; to assist adults in becoming partners in the educational development of their children; and to assist neighborhoods in becoming self-sufficient by organizing residents to identify and address neighborhood concerns activities within the West Palm Beach Front Porch Florida Community;

WHEREAS, ALLIANCE wishes to subcontract to CONTRACTOR that portion of the services that provide family literacy, adult education and neighborhood improvement to the West Palm Beach Front Porch community with the School District of Palm Beach County (hereinafter referred to as "CONTRACTOR");

NOW, THEREFORE, in consideration of the mutual covenant and agreement expressed herein, ALLIANCE and CONTRACTOR hereby agree as follows.

PART I INTRODUCTION

1. SECTION 1 Parties to Contract

- A. This Subcontract ("Contract") is made and entered into by and between ALLIANCE, and CONTRACTOR for the provision of services Adult Basic Education, GED, Work Readiness Certification and Vo-tech/Job Placement programming for program participants eligible under the Front Porch Community Technology Program as further defined in "Attachment C: Statement of Work".
- B. The Parties hereto have severally and collectively agreed and by the execution hereof are bound by the terms and conditions of this Contract to the mutual obligations and to the performances and accomplishment of the tasks described in this Contract.
- C. This Contract represents the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all other negotiations, representations, or contracts, either written or oral, relating to this Contract. The preparation of this Contract has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

2.SECTION 2 Contract Term

- A. The term of this Contract shall begin on March 17, 2005 and continue through June 30, 2005. In the event this Contract is not signed by ALLIANCE or in the event of any suspension or termination of funding prior to the signature date of ALLIANCE upon this Contract, CONTRACTOR specifically assumes all responsibility and liability for any and all acts of its agents, services provided and expenses incurred prior to the date of the signature of ALLIANCE. Furthermore, in the event this Contract is not signed by ALLIANCE or funding hereof is suspended or terminated prior to the signature date of ALLIANCE, CONTRACTOR specifically waives and renounces any claim against ALLIANCE, under any theory of detrimental reliance or any other legal or equitable basis, for payment of any future services rendered or expenses incurred.
- B. Timely Performance
Time is considered by the Parties hereto to be of the essence in the performance of CONTRACTOR's obligations. Failure to perform agreed upon activities in the time frames specified may result in sanctions including termination for cause, nonpayment of the Program Deliverables, renegotiation of the Contract and/or designation as a "high risk" Contractor.

3.SECTION 3 Legal Authority

- A. CONTRACTOR shall provide services for and at the direction of ALLIANCE and pursuant to ALLIANCE rules and regulations, including the Workforce Investment Act of 1998, Public Law 105-220, (20 U.S.C. Section 9201 et seq), the Workforce Innovation Act of 2000, Ch. 445, Florida Statutes, the Welfare-to-Work Act, and any other applicable Federal or State laws or rules and any amendments or Regulations promulgated thereunder in accordance with the terms of this Contract.
- B. In the event of a conflict between any of the applicable laws, rules and regulations above, and the terms and conditions of this Contract, precedence shall be given to the laws, rules and regulations. The parties also agree to revise and renegotiate this Contract and any provisions thereof relating to the provision of services in accordance with any amendments to the Workforce Investment Act of 1998, the Workforce Innovation Act of 2000, the Welfare-to-Work Act, and any other applicable Federal or State laws or rules, after reasonable notice and renegotiation of any provisions as may be required or permitted under such amendments.
- C. CONTRACTOR warrants and represents to ALLIANCE that it possesses the legal authority pursuant to an official motion, resolution or action passed or taken by its managing Partner(s), Board of Directors, or other governing body or person(s), giving CONTRACTOR legal authority to enter into this Contract, to receive the funds fully authorized by this Contract, and to perform the services CONTRACTOR has obligated itself to perform under this Contract including any subsequent Contract amendments or modifications.
- D. The individual person signing this Contract on behalf of CONTRACTOR hereby warrants and represents that he/she has been fully authorized by CONTRACTOR to execute this Contract on behalf of said CONTRACTOR and to validly and legally bind the Contractor to any and all the terms, performances and provisions set forth in this Contract. CONTRACTOR shall provide satisfactory evidence of such authority promptly upon the request of ALLIANCE.
- E. CONTRACTOR expressly understands and agrees that programmatic changes and/or reductions in funding levels may occur due to factors beyond the control of ALLIANCE, including but not limited to, new or revised regulations, changes in funding levels, new legislation, or newly promulgated state agency rulings. Thus, no assurances of any kind, verbal or in writing, of continued funding are given to CONTRACTOR and CONTRACTOR expressly undertakes its obligations under this Contract at its own risk.

- F. Pursuant to the risk described immediately above, if the funds which are the intended source of funding for this contract are not awarded, or if awarded, are funded at a level lower than requested, ALLIANCE will not be liable to CONTRACTOR for any damages or for any previously authorized payments beyond the cancellation date or date of modification of the funding.
- G. ALLIANCE shall give written notice to CONTRACTOR within ten (10) working days from the date of receipt of any cancellation or modification notice or as soon thereafter as is reasonably possible under the circumstances.
- H. If funding is terminated or canceled, payments to CONTRACTOR shall be prorated out of funding up to the date of termination or cancellation or if the specific program funding is modified, this Contract shall be altered or reduced at the sole discretion of the ALLIANCE.
- I. The Parties agree that no additional or future funding has been promised by ALLIANCE or indicated as a condition by CONTRACTOR or relied upon by or been the basis for inducement of CONTRACTOR for the execution of this Contract or for the complete fulfillment of responsibilities and terms of this Contract by CONTRACTOR. ALLIANCE has not agreed and shall not agree to award to CONTRACTOR any additional state or federal funding received, or funding which ALLIANCE may receive in the future, without proper procurement, including, without limitation, a review of the Workforce Investment Act of 1998, the Welfare Transition Program and Welfare To Work Job Training Plan goals and objectives and other appropriate program funding needs, a review of CONTRACTOR's performance outcomes, approval by the Board of Directors of ALLIANCE, and a renegotiation of any and all terms at ALLIANCE's discretion.
- J. Notice and Cure of all Service Defects and/or any Contract Breach

The Parties agree that should at any time during the Contract period either party gives the other Party written notice of a breach of Contract or a substantive or technical violation of any provision of the Contract or any law or act, except for criminal violations, for which no opportunity to cure shall be required, then that alleged breaching Party shall have an opportunity to cure such breach or violation within a practically reasonable amount of time from the date of the notice, which period shall not be less than thirty (30) calendar days nor more than forty-five (45) calendar days.

PART IIMETHOD AND TIME OF PAYMENT

4.

5.SECTION 1 Method And Source Of Payments

- A. Payment to CONTRACTOR shall be performance based. ALLIANCE shall compensate CONTRACTOR for services provided in accordance with "Attachment C: Statement of Work", and the terms of this Contract. The total amount to be paid by ALLIANCE to CONTRACTOR under this Contract for all services shall not exceed up to a total maximum amount of Fourteen Thousand Dollars (\$14,000) and the sum of all payments made to CONTRACTOR hereunder shall not exceed that amount. CONTRACTOR will invoice ALLIANCE on monthly basis based upon actual performance deliverables completed as described in "Attachment C: Statement of Work". Performance based payments shall be made to CONTRACTOR based solely upon actual completion of those deliverables described in "Attachment C: Statement of Work". CONTRACTOR is responsible for reporting and paying any Federal, State and other taxes as may be required by law. No payments shall be made for any costs materials or any out of pocket expenses.
- B. Requests for payment of the funding authorized under this Contract shall be provided in writing. Requests for payment shall be received by ALLIANCE no later than the 15th of the

month for the previous month's performance. Failure to submit an invoice by the 15th of the month may result in that invoice not being paid at the sole discretion of the ALLIANCE. Requests for payment shall be mailed to the ALLIANCE at 326 Fern Street Suite 301, West Palm Beach, Florida 33401, Attention Finance Department.

- C. The method of payment for services rendered under this Contract shall be performance based. Such payments shall be made:
1. Only from grant funds made available to ALLIANCE from the State of Florida and/or the U.S. Federal Government.
 2. Upon the express condition that (a) the covenants described in this contract are fully and unconditionally satisfied, provided that the CONTRACTOR has been provided an opportunity to cure any defect, other than a criminal violation, within the prescribed time; and (b) no payment shall be made to the CONTRACTOR or any third party, if such action would result in a violation of law or any provision of this Contract.
 3. In ALLIANCE's best effort, within thirty (30) calendar days of the receipt of the CONTRACTOR's invoice together with documentation as required herein and validated as payable. No payments shall be made for invoices received more than thirty (30) calendar days after the month in which such performance deliverable payments were earned, unless such invoices are submitted with documented notes showing extenuating circumstances beyond the control of CONTRACTOR, in the judgment of ALLIANCE reasonably exercised. In the event of termination of the Contract, all invoices shall be submitted no later than thirty (30) calendar days after termination of the Contract in order to be eligible for payment.
 4. CONTRACTOR understands and agrees that "Attachment A: General Provisions"; "Attachment B: ALLIANCE Certificate of Deliverable Acceptance", and "Attachment C: Statement of Work" are by this reference hereby made a part of this Contract as though written herein verbatim and constitute promised performances by CONTRACTOR under this Contract.

6. SECTION 2 Request for Payment

The payment provisions for this Contract have been negotiated and agreed as follows:

1. CONTRACTOR shall submit requests for payment for completion of those Deliverables and services as described in "Attachment C: Statement of Work". ALLIANCE shall compensate CONTRACTOR for services performed under this Contract up to the total maximum amount as stated in the CONTRACTOR Deliverables found in "Attachment D: Program Deliverables & Performance Based Budget" and only for expenses that are in compliance with the terms of this Contract.

7. SECTION 3 Withholdings And Recapture Of Payment

A. Withholding Of Payment

Performance deliverable payments shall be subject to the submission by CONTRACTOR of timely and properly payable "Attachment B: Certificate of Deliverable Acceptance" with

required supporting documentation, evidencing the attainment of such performance deliverables and confirmation of performance by ALLIANCE.

If CONTRACTOR fails to satisfactorily render performance under this Contract or otherwise submit financial and/or other reports as required by all the terms of this Contract, ALLIANCE may withhold payment(s) otherwise due CONTRACTOR hereunder. If ALLIANCE withholds such payments, it shall notify CONTRACTOR of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by ALLIANCE until such time as the delinquent obligations and/or requirements for which funds are withheld are fulfilled by CONTRACTOR and CONTRACTOR hereby indemnifies and holds ALLIANCE harmless from any and all claims or assessments related thereto. Notwithstanding any exercise by ALLIANCE of its right of early termination, CONTRACTOR shall not be relieved of any liability to ALLIANCE for damages due to ALLIANCE by virtue of any breach of this Contract by CONTRACTOR. ALLIANCE may withhold any payment to CONTRACTOR until such time as the exact amount of damages due to ALLIANCE from CONTRACTOR are determined by ALLIANCE. Any payment deemed to be unallowable shall be deducted from subsequent Payments.

B. Recapture Of Payment

ALLIANCE shall retain the right to recover payments to CONTRACTOR after fully considering the recommendation of independent auditors on disallowed costs/payments resulting from any audit. Further, notwithstanding any exercise of termination by ALLIANCE, CONTRACTOR shall remain liable for any breach of Contract, and the ALLIANCE may withhold payments requested until such time as any damages due the ALLIANCE have been determined, and may offset any amounts due CONTRACTOR by mutual contract or as required to ensure full compliance by CONTRACTOR on all of the terms of this Contract.

PART III LIMITATION ON LIABILITY

8.SECTION 1 Measure Of Liability

In consideration of the full and satisfactory performance hereunder, ALLIANCE shall be liable to the CONTRACTOR solely for those expenses identified in "Attachment C: Statement of Work", and "Attachment D: Program Deliverables & Performance Based Budget", subject to specific program funding availability.

1. ALLIANCE shall not be liable for any expenditures made by CONTRACTOR, or payment(s) made to the Contractor for performance rendered in violation of Federal and State laws, regulations, and rules, or the provisions of the Workforce Investment Act of 1998, the Welfare Transition Program and Welfare To Work or of other applicable specific funding source(s), or in violation of any other regulations and issuances currently or subsequently promulgated under any of the above, or as otherwise may be applicable, and CONTRACTOR shall promptly return such expenditures and payments to ALLIANCE.
2. ALLIANCE shall not be liable to CONTRACTOR for costs incurred or performances rendered by CONTRACTOR before commencement of this Contract or after expiration of this Contract,

3. ALLIANCE shall not be liable for any allowable performance deliverable achieved by the CONTRACTOR in the performance of this Contract which have not been billed to the ALLIANCE within thirty (30) calendar days following termination or expiration of this Contract.
4. Notwithstanding any other provisions of this Contract, it is understood and agreed upon by the Parties hereto that ALLIANCE's obligations under this Contract are contingent upon actual receipt of sufficient specific program funds to meet ALLIANCE liabilities hereunder, including but not limited to payment of damage claims to CONTRACTOR.
5. CONTRACTOR understands and agrees that it shall be liable to repay to ALLIANCE, within thirty (30) calendar days of notice of repayment, any amounts received under this Contract found not to be in accordance with Contract provisions, including, but not limited to, disallowed costs. Such repayment shall be from nonfederal funds.

9.

10. SECTION 2 Suspension

In lieu of termination, the ALLIANCE may, at its sole discretion, immediately suspend the Contract with written notice, in whole or in part, pending corrective action, or pending decision to terminate, or pending funds availability pursuant, or pursuant to any grounds for default of the General Provisions.

11.

12. SECTION 3 Notices/Communication

- A. Any notice, request or demand required or permitted to be given hereunder by either Party to the other shall be effected by the parties in writing and given personally or mailed certified, return receipt requested, postage prepaid or by telecopier with applicable verification of date and time initiated, at their respective addresses set forth below, or to such address as such party may provide in writing from time to time and such notice will be deemed to be legally effective. Notices delivered personally shall be deemed communicated as of actual receipt. Notices by telecopier shall be deemed to have been given on the day after the day on which it is sent. Mailed notices shall be deemed communicated as of three (3) days after mailing or verified receipt whichever is earlier.

AS TO CONTRACTOR:

Mr. Roger Pelsler,
 Manager Adult Education/Workforce Development
 School District of Palm Beach County
 Department of Instructional Support
 3300 Forest Hill Blvd., Suite C206
 West Palm Beach, Florida 33406
 5500/Fax(561) 837-5600
 Telephone (561) 434-8786/Fax: (561)

AS TO ALLIANCE:

Kathryn Schmidt, President/CEO
 Workforce Alliance, Inc.
 326 Fern Street
 Suite 301
 West Palm Beach, Florida 33401
 Telephone (561) 837-

The signature below of CONTRACTOR verifies that CONTRACTOR accepts the responsibility to inform ALLIANCE of the additional funding this Contract represents and the associated commitments represented therein. It also is acceptance of reporting performances as

described in the Contract. Failure to adhere to the requirements of this Contract and Contract Attachments may result in a freezing of funds.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, CONTRACTOR and ALLIANCE have caused this Contract to be duly executed as of the date set forth below.

Approved By:
WORKFORCE ALLIANCE
COUNTY
(ALLIANCE)

Approved By:
SCHOOL DISTRICT OF PALM BEACH
(CONTRACTOR) FEI NO. 60-221134253C

BY: _____
Signed Kathryn Schmidt, President/CEO
Representative/Title

BY: _____
Signed Authorized CONTRACTOR

Kathryn Schmidt
ALLIANCE President/CEO Name Printed
Representative/

Authorized CONTRACTOR
Name Printed

WITNESS: _____

WITNESS: _____

DATE _____

DATE _____

APPROVED AS TO FORM
1.AND LEGAL SUFFICIENCY

BY: _____ DATE: _____
ALLIANCE Legal Counsel David H. Baker

ALLIANCE FUNDS AVAILABLE

BY: _____ DATE: _____
ALLIANCE CFO, Kenneth Kaneski

ATTACHMENT A: GENERAL PROVISIONS

I. DEFINITIONS

All terms used in this Contract shall have the meanings assigned thereto in the Workforce Investment Act of 1998, Public Law 105-220, (20 U.S.C. Section 9201 et seq), the Workforce Innovation Act of 2000, Ch. 445, Florida Statutes, and such other State and Federal regulations, directives, policies, and procedures as may be promulgated thereunder from time to time, or if not so defined, such terms shall have their ordinary meanings.

II. VENUE

The place for any hearing, arbitration or otherwise, shall be Palm Beach County, Florida. This contract shall be interpreted under the laws of the State of Florida.

III. CONDITIONS PRECEDENT

- A. CONTRACTOR, upon execution of this Contract, shall provide to ALLIANCE official documentation designating the specific individual(s) having signatory authority for all financial reports and requests for payment. This documentation shall be a Board of Director's resolution or other such appropriate action, etc.
- B. CONTRACTOR shall provide to ALLIANCE, upon execution of this Contract, the following documentation:
- (a) Articles of Incorporation;
 - (b) A current Certificate of Good Standing from the Secretary of the State of Florida;
 - (c) One of the following in order of preference: a copy of the most recent audit report or certified financial statements or tax return.
 - (d) A certificate of insurance certifying that CONTRACTOR carries the insurance coverage described below with a company licensed to do business in the State of Florida. This insurance coverage is subject to approval by the ALLIANCE and shall remain in force during the life of this Contract. Such insurance policies shall be in such amounts as indicated below.
 1. Commercial General Liability-\$1,000,000 aggregate; \$1,000,000 per occurrence including individual professional service providers and including consultants.
 2. A worker's compensation insurance policy in accordance with the rules and regulations of the State of Florida.
 3. Automobile Liability-\$1,000,000
 4. A policy of fidelity bonding insurance issued by an insurance company registered to do business in the State of Florida, which shall cover all of the CONTRACTOR's employees handling Contract funds. The amount of coverage of such fidelity bond shall be equal to the highest monthly advance or reimbursement expected to be received by CONTRACTOR. Invoices that exceeds the bonding coverage shall not be honored for payment. CONTRACTOR shall notify its insurance carrier(s) of the carriers' responsibility to give written notice to ALLIANCE forty five (45) calendar days prior to the bond being canceled or reduced from the amounts stated on the bonding documents.

ALLIANCE shall be named as an additional insured for Commercial General Liability and Automobile Liability, and shall be granted a waiver of subrogation. ALLIANCE shall be named as a loss payee for fidelity bonding insurance and shall receive notices prior to any cancellation or material change to any of the insurance policies providing the coverage and limits required by this Contract.

C. Other Insurance

ALLIANCE may require the CONTRACTOR to furnish additional and/or different insurance coverage, as may be required from time to time under applicable federal or state laws. In such case, the Parties will enter into discussion for an equitable adjustment as the case may be. In no instance shall the provisions for insurance be deemed to be a release, limitation, or waiver of any claim or assessment that the ALLIANCE may have against the CONTRACTOR for any liability of any nature related to performance under this Contract.

- D. In the event of a contract with a governmental organization or state entity, who is self insured, CONTRACTOR shall be self-insured within the State limit for general liability and automotive liability.

IV. INDEPENDENT CONTRACTOR STATUS

A. In the execution of this Contract and rendering of services prescribed by this Contract, CONTRACTOR shall maintain at all times its independent status; and shall be considered an independent CONTRACTOR in the performance of its duties and responsibilities under this Contract. The ALLIANCE shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

B. No provision of this Contract, act of CONTRACTOR in the performance of this Contract, or act of ALLIANCE in the performance of this Contract, shall be construed as making CONTRACTOR the agent, servant or employee of the ALLIANCE;

V. DISPUTES

Any dispute concerning performance of this Contract may be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the ALLIANCE President/CEO. The ALLIANCE President/CEO shall decide the dispute, reduce the decision to writing, and deliver a copy to the CONTRACTOR and the Contract Manager. A written decision by the ALLIANCE President/CEO must be provided to the CONTRACTOR and Contract Manager within twenty (20) days after meeting with both the Contract Manager and CONTRACTOR. Any dispute that cannot be resolved by the ALLIANCE President/CEO shall be forwarded to an Arbitration Committee which shall consist of three (3) members: one selected by the CONTRACTOR, one selected by the ALLIANCE, and a third selected by two members (by mutual agreement). One of the three (3) committee members shall be selected by the committee members as chairman. The Committee shall decide the dispute, reduce the decision to writing, and deliver a copy to CONTRACTOR and the ALLIANCE President/CEO.

The CONTRACTOR and the ALLIANCE may each designate one person as their representative during arbitration. Persons may be asked to give testimony relative to the dispute at the request of the CONTRACTOR, ALLIANCE, or Committee. Arbitration is informal and legal rules or evidence used in courts of law are not applicable during the meeting. It is the chairman's responsibility to preclude lengthy legal arguments between attorneys. Both the CONTRACTOR and the ALLIANCE are required to present complete and specific information to clarify the issues and to limit information to matters directly related to the dispute. The CONTRACTOR and the ALLIANCE have the right to produce evidence in their behalf in documentary form. Information presented to the Arbitration Committee will be noted in the record. Any objections to such evidence being accepted, which may be interjected by either side, will also be entered in the record. Both CONTRACTOR and the ALLIANCE have the right to confront witnesses, and persons whose statements are admitted as documentary evidence. The Committee may elect to have witnesses appear individually, rather than all being present in the hearing room at the same time. The arbitration process must be completed within 60 days after the filing of the dispute. A written decision must be provided to the CONTRACTOR and the ALLIANCE and other interested parties within this time frame. The decision of the Arbitration Committee shall be final.

VI. NEPOTISM

CONTRACTOR will comply with Florida Statutes, if applicable, by ensuring that no officer, employee, or member of the CONTRACTOR's governing body shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

VII. PREVENTION OF CONFLICTING INTERESTS

CONTRACTOR, by signing this Contract, covenants and affirms that:

- A. No employee of CONTRACTOR or a subcontractor, no member of CONTRACTOR's or a subcontractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal pecuniary interest.
- B. CONTRACTOR shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Contract shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. CONTRACTOR, its executive staff and employees, while administering this Contract, shall avoid situations, which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- C. CONTRACTOR shall disclose in writing to the ALLIANCE any interest, fact or circumstance which does or may present a potential conflict of interest. CONTRACTOR shall immediately inform the ALLIANCE in writing of any potential conflict of interest, which arises at any time during the term of this Contract.
- D. Should CONTRACTOR fail to abide by the foregoing covenants and affirmations regarding conflict of interest, CONTRACTOR shall not be entitled to the recovery of any costs incurred in relation to this Contract and shall immediately refund to the ALLIANCE any fees or expenses that may have been paid under this Contract and shall further be liable for any other costs incurred or damages sustained by the ALLIANCE, or the Palm Beach Board of County Commissioners, relating to this Contract. Such failure shall subject the CONTRACTOR to Sanctions as provided in this Contract.
- E. Standards of Conduct: Private for Profit CONTRACTORS
For-Profit CONTRACTOR shall submit to ALLIANCE their Standards of Conduct addressing each of the areas specified in this Section. These Standards shall be submitted upon CONTRACTOR's execution of this Contract and shall be subject to ALLIANCE approval.

VIII. SUBCONTRACTS

- A. CONTRACTOR shall not subcontract, assign or transfer any rights or responsibilities under this contract or any portion thereof without the prior written approval of the ALLIANCE. CONTRACTOR is fully responsible for all work performed under this Contract. CONTRACTOR shall, prior to subcontracting any provision of this Contract, ensure that prior written approval has been obtained from the ALLIANCE. No

subcontract shall be considered binding without such prior written approval. Approval of any one such subcontract shall not constitute approval of any other or further subcontract of this Contract. Timely approval by the ALLIANCE shall not be withheld.

- B. The CONTRACTOR may, upon receiving written consent from the ALLIANCE, enter into a written subcontract(s) for performance of certain of its functions under the Contract. The CONTRACTOR shall submit a written subcontract to the ALLIANCE for approval prior to its execution. The CONTRACTOR shall provide the ALLIANCE with executed copies of all subcontractor contracts prior to the subcontractor incurring any expenses or the CONTRACTOR providing disbursement of any funds to any subcontractor(s) under this contract
- C. No subcontract, which the CONTRACTOR enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the CONTRACTOR of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the CONTRACTOR.
- D. Any of the work or services specified in this Contract which shall be performed by other than CONTRACTOR shall be evidenced by a written contract specifying the terms and conditions of such performance. CONTRACTOR shall maintain and adhere to an appropriate system, consistent with federal, state and local laws, for the award and monitoring of contracts which contain acceptable standards for ensuring accountability.
- E. CONTRACTOR shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this Contract as if the performances rendered were rendered by CONTRACTOR. Subcontracting of this Contract shall not relieve CONTRACTOR from any of its obligations or liabilities under this Contract. CONTRACTOR shall bear full responsibility for performance under all subcontracts.
- F. CONTRACTOR, in subcontracting any of the performances hereunder, expressly understands that in entering into such subcontracts ALLIANCE is in no way liable to CONTRACTOR's subcontractor(s) or assignee(s).
- G. In no case shall such approval of a subcontract or subcontractor by the ALLIANCE relieve the CONTRACTOR from its obligation under this contract, or change the terms of this contract. CONTRACTOR shall ensure that all applicable provisions of this contract are binding upon all approved subcontractors. It is understood that the ALLIANCE shall not be liable to any subcontractor(s) for any expense or liabilities incurred under the subcontract.
- H. If a subcontractor(s) is utilized by the CONTRACTOR, the CONTRACTOR shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the ALLIANCE, in accordance with Section 287.0585, Florida Statutes that if a subcontractor is utilized by the CONTRACTOR, the CONTRACTOR shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the ALLIANCE. It is understood and agreed that the ALLIANCE shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the CONTRACTOR shall be solely liable to the subcontractor for all expenses and

liabilities under this Contract. Failure by the CONTRACTOR to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the CONTRACTOR to the subcontractor in the amount of one-half ($\frac{1}{2}$) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

The CONTRACTOR may also pay the subcontractor for performance and services rendered and submit an invoice for reimbursement to the ALLIANCE in accordance with this Contract.

IX. CONFIDENTIALITY OF RECORDS

It is understood that the CONTRACTOR shall maintain the confidentiality of any information, regarding ALLIANCE 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 ALLIANCE for purposes related to the performance or evaluation of the Contract may be divulged to ALLIANCE or such other parties as they may designate having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the ALLIANCE. 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.

X. PERFORMANCE

It is understood by the parties to this Contract that the ALLIANCE or its designee shall:

1. be the determiner of whether the performance of the CONTRACTOR is satisfactory.
2. interpret all reports and decide the acceptability and/or progress of services provided.
3. decide the amount, classification, and quality of services provided and amounts to be paid.
4. be the sole judge of the validity and acceptability of any claim for payment made by the CONTRACTOR/subcontractor, and that the decision of the ALLIANCE shall be final, conclusive and binding on the parties.

XI. BOOKS OF ACCOUNT, COMMINGLING OF FUNDS, PROGRAM INCOME, AND DEFECTIVE COST OR PRICING DATA

1. The CONTRACTOR warrants that:
 - a. it shall establish and maintain separate book of accounts which identifies any and all ALLIANCE funds received;
 - b. All ALLIANCE funds received in advance of services rendered shall not be commingled with any of the CONTRACTOR's non-ALLIANCE funding; it shall establish and maintain separate book of accounts for expended ALLIANCE funds including "program income."
 - c. the cost or pricing data submitted, either actually or indirectly in writing to the ALLIANCE are accurate, complete, and current as of the date of this Contract.

2. Revenues received and properly earned by non-profit entities under this Contract that are in excess of actual costs shall be treated as "program income" pursuant to 20 CFR 627.450.
3. Said "program income" shall be repaid to ALLIANCE within thirty (30) days from the end of this Contract.
4. In the event the CONTRACTOR fails to properly report "program income", and the ALLIANCE later determines that such income was earned, the ALLIANCE reserves the right to withhold any payments currently or subsequently due to the CONTRACTOR until such time as the amount of reimbursement due is fully paid.
5. If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant amount because (1) the CONTRACTOR or a subcontractor of the CONTRACTOR furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; (2) a subcontractor or prospective subcontractor furnished the CONTRACTOR cost or pricing data that were not complete, accurate, and current as certified in the Certificate of Current Cost or Pricing Data; or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the Contract shall be amended to reflect the reduction.
6. Any reduction in the contract price under paragraph 5 above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the CONTRACTOR, if there was no subcontract, was less than the cost estimate submitted by the CONTRACTOR; provided that the actual subcontract price was not itself affected by the defective cost or pricing data.
7. If the ALLIANCE determines that a price or cost reduction should be made, the CONTRACTOR agrees not to raise the following matters as a defense:
 - a. The CONTRACTOR or its subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - b. The ALLIANCE should have known that the cost or pricing data in issue was defective even though the CONTRACTOR or its subcontractor took no affirmative action to bring the character of the data to the attention of the ALLIANCE.
 - c. The contract was based on an contract about the total cost of the contract and there was no contract about the cost of each item procured under the contract.
 - d. The CONTRACTOR or its subcontractor did not submit a Certificate of Current Cost or Pricing Data.
8. Failure to comply with this sub-section shall constitute grounds for ALLIANCE, at its option, to withhold payments:
 - a) until such time as separate books of account are properly established and maintained;
or
 - b) equal to the amounts determined to be commingled;
 - c) equal to the excess program income.

- d) equal to the amount owed due to a defective cost of pricing data that was incomplete, inaccurate, or outdated.

XII. RECORDS AND REPORTS

- A. CONTRACTOR shall keep adequate fiscal records to reflect at a minimum: all revenues and expenditures and supporting documentation to justify all costs and cost allocations to cost categories, subcontracted services, costs shared across separate contracts and or programs consistent with the price negotiated and based upon the accepted proposed budget.
- B. For purposes of this Section, the definition of "CONTRACTOR" shall include its subcontractors, affiliates, partners, and any other entity through which CONTRACTOR is associated in any legal manner for the purposes of providing services pursuant to this Contract, unless otherwise stated.
- C. The CONTRACTOR shall keep sufficient reports and records, written and computerized, and shall cooperate with the ALLIANCE and any other authorized CONTRACTOR, to permit the tracking of services provided where applicable and the tracing of funds expended to a level adequate to ensure that services have been properly delivered and that funds have been lawfully spent. The CONTRACTOR shall review and deliver within thirty (30) days of receipt, fully executed Close-out Package documents (including but not limited to: Close-out Package Summary Sheet; CONTRACTOR's Assignment of Refunds, Rebate, and Credits; CONTRACTOR's Release; Contract Close-out Tax Certification; and Non-Expendable Property Listing.)
 - 1. Such reports and records shall become the property of the ALLIANCE without restriction, reservation, or limitation of usage. Such reports and records are subject to Chapter 119, Florida Statutes, and shall be retained by the CONTRACTOR as required thereunder, but in no instance shall such records and reports be disposed of within three (3) years after the date of termination of this Contract or of an audit of the CONTRACTOR, whichever occurs later.
 - 2. Should the CONTRACTOR plan to dissolve its legal status as a business entity, it shall provide ALLIANCE thirty (30) days written notice prior to such occurrence; if involuntary dissolution occurs, the CONTRACTOR shall notify the ALLIANCE immediately thereon. Upon receipt of said notice, the CONTRACTOR shall designate an acceptable custodian of records and inform the ALLIANCE of the location of any and all reports and records regarding activities funded under this Contract. The ALLIANCE shall, upon demand, receive and the CONTRACTOR shall transfer all records and reports regarding the Workforce Investment Act of 1998, the Welfare Transition Program and/or TANF activities funded under this Contract. Such records shall be transmitted to ALLIANCE in an acceptable condition for storage.

XIII. RETENTION OF RECORDS

CONTRACTOR agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. CONTRACTOR shall maintain complete and accurate record keeping and documentation as required by the ALLIANCE and the terms of this Contract. Copies of all records and documents shall be made available for the

ALLIANCE upon request. All invoices and documentation must be clear and legible for audit purposes. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded for review. All documents must be retained by the CONTRACTOR at the CONTRACTOR's primary place of business for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. CONTRACTOR shall cooperate with the ALLIANCE to facilitate the duplication and transfer of any said records or documents during the required retention period. CONTRACTOR shall advise the ALLIANCE of the location of all records pertaining to this Contract and shall notify the ALLIANCE by certified mail within ten (10) days if/when the records are moved to a new location.

XIV. AUDITS

Unless otherwise directed, CONTRACTOR shall arrange for the performance of a financial and compliance audit of all funds received under this Contract, subject to the following conditions and limitations:

1. Such audit shall be conducted in accordance with applicable auditing standards issued by the Comptroller General of the United States, applicable State audit provisions and/or such other audit requirements that may be imposed.
2. Governmental entities shall comply with the Single Audit Act of 1984 (31 U.S.C. 7501-7) and 29 CFR part 96, the U.S. Department of Labor regulations which implement Office of Management and Budget (OMB) Circular A-128, "Audits of State and Local Government".
3. Non-governmental ALLIANCE funded organizations shall comply with OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions", as implemented by the Department of Labor regulations at 29 CFR part 96. The provisions of this paragraph (H)(3) do not apply to any non-governmental the Workforce Investment Act of 1998, Welfare Transition Program and/or TANF funded organization that is: (i) a commercial organization; or (ii) a hospital or an institution of higher education for which State or local governments choose to apply OMB Circular A-128.
4. Each CONTRACTOR which is a commercial organization and which receives \$32,000 or more a year in Federal and/or ALLIANCE funds shall have either: an annual independent financial and compliance audit conducted and prepared in accordance with generally accepted auditing principles (GAAP); such audit may be either (1) specific to ALLIANCE funded activities under this Contract, or (2) an organization-wide audit that includes coverage of the ALLIANCE funded activities within its scope. ALLIANCE can reimburse only audit costs related to performance under this Contract.
5. All audits performed under this Subsection are subject to review and resolution by ALLIANCE or its authorized representative. CONTRACTOR understands and agrees that it shall be subject to sanctions imposed, including, but not limited, to, repayment from non-federal funds of any disallowed costs resulting from any audit of funds received under this contract, pursuant to the Federal and State rules and

regulations, the Workforce Investment Act of 1998, the Welfare Transition Program and Welfare To Work audit requirements, or those of other applicable specific funding sources(s).

6. The U.S. Comptroller General, U. S. DOL, ALLIANCE, BCC, or other specific funding sources, or their assigned designee, reserve the right to conduct or cause to be conducted an independent audit of all funds received under this Contract; such audit may be performed by ALLIANCE fiscal staff, a certified public accountant firm, or other auditors as designated by the auditing agency or ALLIANCE.
7. CONTRACTOR agrees to accept any sanctions imposed as a result of the final determination of final state action, pursuant to the Federal and State rules and regulations, the Workforce Investment Act of 1998, the Welfare Transition Program, Welfare To Work and regulations, or those of other applicable specific funding source(s).
8. CONTRACTOR and/or auditors performing monitoring or audits of CONTRACTOR or its Subcontractors shall immediately report any incidents of fraud, abuse or other criminal activity in relation to the provisions of this Contract, the Workforce Investment Act of 1998, Welfare Transition Program, Welfare To Work and regulations, and/or regulations of other applicable specific funding source(s).
9. CONTRACTOR shall maintain an audit resolution file and/or a management letter file documenting the disposition of reported questioned costs and corrective actions and plans taken for all audit findings. CONTRACTOR shall submit copies of such required audit reports to ALLIANCE within thirty (30) calendar days of its completion, but in no event shall the audit be submitted later than three (3) months after the end of the ALLIANCE's June 30th fiscal year end. Failure to provide an audit in a timely manner shall constitute a default and may result in the immediate termination of this Contract.
10. The CONTRACTOR shall submit copies of such reports and audits regarding its activities under this Contract as required above and shall maintain records regarding such activities and provide access to them as necessary for review by the ALLIANCE and the Palm Beach County Board of County Commissioners, in order to conduct monitoring and audit activities. If an audit firm finds the CONTRACTOR's records to be unauditible, the audit firm shall be granted access to the necessary records to compile them in an unauditible condition.
11. In the event of dissolution by the CONTRACTOR, the CONTRACTOR shall provide for an audit of all ALLIANCE funds immediately after said dissolution.

XV. MONITORING

- A. CONTRACTOR agrees to and understands that to ensure compliance with all applicable ALLIANCE policies and procedures and Contract obligations, it will be responsible for self-monitoring and self-evaluation of all activities conducted under this Contract, and maintaining related documentation for review by ALLIANCE or any of its designees. External monitoring may be conducted by the ALLIANCE and all such reports pertaining to the CONTRACTOR's performance shall be supplied to the CONTRACTOR within ten (10) working days after completion. CONTRACTOR shall

respond in writing to all findings stated in the monitoring report within ten (10) working days following receipt thereof.

- B. The CONTRACTOR agrees to cooperate with any review, monitoring, evaluation or audit by the ALLIANCE, the Palm Beach County Board of County Commissioners, the Governor of Florida, the U.S. Comptroller General, the U.S. Secretary of Labor, or their designated representatives, and any other authorized State or federal entity, of any program which the CONTRACTOR administers or operates and which is funded, in whole or in part, by the ALLIANCE.
- C. CONTRACTOR agrees to make available for examination any and all records requested and shall permit such entities to audit, examine, and make excerpts and transcripts, in whole or in part, from such records and to conduct audits of all contracts, invoices, materials, records of personnel, conditions of employment, and all other data requested.
- D. Such access shall be granted during regular office hours of the CONTRACTOR with or without previous announcement and shall include provisions by the CONTRACTOR of suitable work space for such monitoring, inspection, audit, or investigation to be conducted.

XVI. FALSE SUBMISSIONS AND DISALLOWED COSTS

- 1. The production or submittal of any records or reports containing any false information, with the intent to defraud the ALLIANCE, shall be considered as constituting a fraudulent act in violation of Federal and State law and shall result in the immediate termination of this Contract. Any such incident or submittal of such false information shall be reported to the Department of Labor Office of Inspector General and any other local and State authorities having proper jurisdiction. The CONTRACTOR shall be liable for the repayment of any and all funds that were paid by the ALLIANCE, directly or indirectly related to such fraudulent act by the CONTRACTOR, for reported performance or other compensation for services or expenses subsequently determined to be fraudulent and invalid. Repayment shall be by deduction from subsequent invoices and/or in the form of a check for the total amount, or balance due.
- 2. All ALLIANCE funds paid to the CONTRACTOR as compensation for services or expenses determined not to be in accordance with the Workforce Investment Act of 1998, the Welfare Transition Program, TANF requirements or this Contract shall be a disallowed cost. The CONTRACTOR shall repay to the ALLIANCE any amounts determined not to have been expended in accordance with the Workforce Investment Act of 1998, Welfare Transition Program, TANF requirements or this Contract or disallowed in the final resolution of an audit report.
- 3. The CONTRACTOR agrees that in the event it or any of its agents or employees make any unauthorized or disallowed distribution of funds for any reason whatsoever, the CONTRACTOR shall be responsible for said sums and shall be liable for the repayment of such funds to the ALLIANCE upon demand.
- 4. All funds repaid to the ALLIANCE based on fraudulent or disallowed costs shall be paid from funds other than funds received pursuant to the Workforce Investment Act of 1998,

Welfare Transition Program, TANF requirements, or this Contract. The ALLIANCE shall withhold funds due pursuant to this Contract pending resolution of such disallowed or fraudulent costs.

XVII. LIABILITY, ATTORNEY'S FEES, COSTS, AND EXPENSES

- A. If the CONTRACTOR is not a political subdivision of the State of Florida:
1. The CONTRACTOR shall, at its own expense, protect and defend the ALLIANCE from all damages, costs, lawsuits and expenses, including but not limited to all costs from administrative proceedings, court costs and reasonable attorney fees, that the ALLIANCE may incur as a result of any direct or indirect activities of the CONTRACTOR, its subcontractors, employees, participants, agents or servants.
- B. If the CONTRACTOR is a political subdivision of the State of Florida:
1. The parties hereto recognize that the CONTRACTOR as a political subdivision of the State of Florida cannot itself waive its sovereign immunity to civil actions of any kind. However, the CONTRACTOR and ALLIANCE recognize that sovereign immunity in Florida has been partially waived for tort actions, pursuant to Section 768.28, Florida Statutes, and further recognize that under the Florida Supreme Court decision in the case of Pan-Am Tobacco Corp. v Department of Corrections, 471 So. 2d 4 (Florida 1985), an action can be maintained against a CONTRACTOR of the State of Florida for breach of contract.
 2. The CONTRACTOR further acknowledges and agrees that, in addition to any other remedies at law, in equity, or pursuant to this Contract, it shall be liable for any damages, including any costs and expenses of suit and reasonable attorney's fees, sustained by the ALLIANCE by virtue of any breach by the CONTRACTOR of this Contract.
 3. Should the ALLIANCE be obligated to retain counsel or to initiate litigation in order to enforce any term, provision or undertaking hereunder or to remedy any breach or default thereof, the ALLIANCE therein shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred, whether suit be brought or otherwise, and through all trials and appellate levels.

XVIII. COMPLIANCE WITH LAW

1. The CONTRACTOR warrants that In rendering performances hereunder all activities of it and its' subcontractors under this Contract shall be conducted in conformance with the terms of this Contract; with the requirements of the ALLIANCE, the Workforce Investment Act of 1998, the Welfare Transition Program, Welfare To Work Regulations and such other State and Federal regulations, directives, policies, and procedures as may be promulgated thereunder from time to time, (the provisions of which shall take precedence over any contrary provisions of this Contract), and in compliance with other laws, ordinances, regulations, and licensing and accreditation requirements, including state and federal safety, health, personal protective equipment requirements for adult and youth applicable to the CONTRACTOR's activities under this Contract.
2. 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), and with the provisions of the Workforce Investment Act of 1998,

the Welfare Transition Program, TANF requirements and other applicable criminal civil law with respect to the alteration or falsification of records created in connection with this Contract.

XIX. LICENSES AND APPROVALS

CONTRACTOR shall obtain and maintain in force and effect during the term of this Contract any and all licenses, accreditations, and approvals required by any duly authorized regulatory authority for the conduct of the services to be provided under this Contract, and shall conduct all activities hereunder in accordance with such requirements and undertakings on which such licenses, accreditation's, and approvals may be conditioned.

XX. TERMINATION

CONTRACTOR acknowledges that this Contract may be terminated by ALLIANCE under the following circumstances:

A. TERMINATION FOR CAUSE

1. Upon CONTRACTOR's receipt by ALLIANCE of written notification of any such breach, CONTRACTOR shall cure such breach no less than ten (10) days or any reasonable period otherwise agreed to in writing between CONTRACTOR and ALLIANCE. In the event CONTRACTOR fails to provide a cure, then ALLIANCE may terminate this Contract, in whole or in part, for breach of any term condition, and obligation of the Contract by the CONTRACTOR for which no cure has been given by CONTRACTOR. In the event of such termination, all compensation to CONTRACTOR under this Contract shall cease pending completion of a final Contract Closeout Report and any additional closing audit required by ALLIANCE due to the termination of the Contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Contract.
2. Any of the following actions may constitute cause for termination by ALLIANCE:
 - a) If CONTRACTOR, its employees, agents, or any of its representatives has committed any fraud or knowingly made any false statements to the ALLIANCE in connection with this Contract, or has committed fraud or knowingly made any false statement in connection with any State or Federally funded/assisted Contract or program;
 - b) If CONTRACTOR fails to perform its obligations in a timely and proper manner as provided for herein, or violates any obligation under this Contract;
 - c) If CONTRACTOR has demonstrated any intention not to perform or to violate any obligation under this Contract;
 - d) If CONTRACTOR fails to take corrective action;
 - e) If CONTRACTOR performance falls below that which is allowed under ALLIANCE Deobligation policy;
 - f) If CONTRACTOR knowingly violates any federal, state or local law.
3. In the event of such Termination for Cause, CONTRACTOR shall cease to incur costs under this Contract upon receipt of written notice to Terminate.
4. ALLIANCE shall have the right, at its option, to either temporarily suspend or permanently terminate Contract, if there is a material dispute at any time during the

Contract period as to the legal authority of either CONTRACTOR or the person signing the Contract on behalf of CONTRACTOR to enter into this Contract. CONTRACTOR shall be solely liable for any money it has received and/or expended for performance under this Contract, if the ALLIANCE has suspended or terminated this Contract for the reasons enumerated in this sub-Section.

B. CONTRACTOR TERMINATION OF CONTRACT

In the event CONTRACTOR is unable to perform its obligations under this Contract, the Termination and Closeout procedures described in this "Part XX,(F)." respectively, shall govern, and CONTRACTOR shall send a written notice of such nonperformance postmarked no less than thirty (30) calendar days prior to the effective date of such proposed action. ALLIANCE shall have the right to voluntarily terminate the Contract or to seek such legal remedies as may be in the best interests of ALLIANCE.

C. MUTUAL TERMINATION FOR CONVENIENCE BY THE PARTIES

The parties may agree to a mutual termination of the Contract in whole or in part when both parties agree that continuation would not produce beneficial results commensurate with the purpose of the Workforce Investment Act of 1998, the Welfare Transition Program and Welfare to Work requirements, and the further expenditure of funds under the Acts. Such termination shall be effective when agreed to in writing by both parties.

D. TERMINATION FOR CONVENIENCE BY ALLIANCE

The performance of work under this Contract may be terminated, in whole, or from time to time, in part, by the ALLIANCE whenever ALLIANCE determines that such termination or suspension is in the best interest of the ALLIANCE. Termination of work hereunder shall be effected by delivery to the CONTRACTOR of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than ten (10) working days after receipt of notice thereof.

E. TERMINATION PROCEDURES

After receipt of a Notice of Termination, and except as otherwise directed by ALLIANCE, CONTRACTOR shall:

1. not incur any further costs related to this Contract and shall stop work under the Contract on the date and to the extent specified in the Notice of Termination;
2. place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated and only with prior written approval from the ALLIANCE;
3. terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
4. complete performance of such part of the work as shall not have been terminated by the Notice of Termination;
5. take such action as may be necessary, or as the ALLIANCE may direct, for the protection and preservation of the property related to this Contract which is in possession of CONTRACTOR and in which the ALLIANCE has or may acquire an interest;

6. cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal 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, CONTRACTOR agrees to:
 - a) settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and
 - b) assign to ALLIANCE in the matter, at the time and to the extent, and in the manner directed by ALLIANCE, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated. ALLIANCE shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - c) In such event, any unfinished documents, data, studies, surveys, models, curricula, and reports prepared by the CONTRACTOR under this Contract shall remain property of ALLIANCE.
7. proceed immediately with the performance of the above obligations, notwithstanding any delay in determining or adjusting the amount of the payment, or any item of reimbursable cost, under this Contract; and
8. at its sole cost, take such action as may be necessary or as the ALLIANCE may direct for the protection, preservation, and transfer of all Contract records, documents, reports, data, etc., under this Contract to ALLIANCE without delay and in accordance with ALLIANCE instructions. No removal, destruction, or other alteration of such by CONTRACTOR shall be permitted without prior written ALLIANCE approval.

F. CLOSE-OUT PROCEDURES

CONTRACTOR by and through its accountant(s) shall submit a Close-out Report to include financial, performance and other reports required by the ALLIANCE for final closeout of the Contract agreement within forty five (45) calendar days of the Contract completion date, unless specifically waived in writing. Such report shall include, a full accounting of all funds expended and/or received under the terms of this Contract, in accordance with ALLIANCE procedures. Non-receipt of the Close-out Report by the specified due date may result in withholding of funds for any current or future contracts.

G. SUSPENSION

In lieu of termination the ALLIANCE may, at its sole discretion, immediately suspend the Contract with written notice in whole or in part, pending corrective action, or pending decision to terminate pursuant to Part XX. Termination above, or pending funds availability, or pursuant to any grounds for default of the General Provisions.

XXI. DEFAULT

Should the CONTRACTOR default in the performance of any of its obligations under this Contract as determined by the ALLIANCE, the ALLIANCE may at its option take any or all of the following actions:

1. Establish a corrective action plan to be agreed to by the CONTRACTOR and complied with within the time established therein.
2. Terminate this Contract immediately upon receipt of written notice by the CONTRACTOR for fraud, misrepresentation, criminal acts, misappropriation of funds, noncompliance with law, substantial breach of contract, violation of code of conduct or failure to respond to a corrective action plan.
3. Terminate this Contract after written notice to the CONTRACTOR of the effective date of such termination, which shall be no less than thirty (30) days.
4. Disqualify the CONTRACTOR from the award of contracts under future Requests for Proposals of the ALLIANCE for such period and under such conditions for requalification as may be determined by the ALLIANCE.
5. Seek recovery of any monetary damages sustained as a result of the default.
6. Seek specific performance of this Contract and any other remedy that may be available at law, in equity, or under this Contract.
7. Withhold payment for invoices properly submitted to the ALLIANCE until such time that a determination is made on the acceptability of the CONTRACTOR's corrective action plan relative to the default.

XXII. INDEMNIFICATION

The CONTRACTOR shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold harmless the ALLIANCE, any Director, employee, or agent, officers, heirs, and assignees employees, and the Palm Beach County Board of County Commissioners from liability of any nature and kind, including costs, expenses, and attorney's fees, for or on account of any actions, suits or damages of any character whatsoever arising out of any negligent act or omission of the CONTRACTOR or any employee, agent, subcontractor, or representative of the CONTRACTOR.

The CONTRACTOR further agrees to indemnify, save harmless and defend the Palm Beach County Board of Commissioners, its agents, servants, and employee harmless from any and all demand or cause of action, suits, judgments, or damages including court costs and attorney's fees of whatsoever kind or nature arising out of arising out of any conduct or misconduct, intentional acts, negligence, or omissions by the CONTRACTOR, or its employees or agents, in the course of the operations of this Contract, including any claim or actions brought under Title 42 USC §1983, the Civil Rights Act and for which the Palm Beach County Board of Commissioners, its agents, servant of employees are alleged to be liable.

In the event of any claim or suit against ALLIANCE on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed under this Contract, CONTRACTOR shall furnish to ALLIANCE, when requested, all evidence and information in possession of CONTRACTOR pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of ALLIANCE except where

CONTRACTOR has agreed to indemnify ALLIANCE or the Palm Beach Board of County Commissioners.

Notwithstanding the indemnification described above, nothing contained in this section shall be construed as a waiver of any right or defense that CONTRACTOR has under Florida Statutes Section 768.28.

XXIII. REPAYMENT

The CONTRACTOR further acknowledges and agrees that, in the event the CONTRACTOR receives any payment under this Contract, and it is later determined that the CONTRACTOR was not entitled to such payment, the CONTRACTOR agrees to make full reimbursement of such payment(s) to the ALLIANCE, including any costs and expenses of suit and attorneys' fees in relation thereto, and that the ALLIANCE may withhold any payments then or subsequently due to the CONTRACTOR until such time as the amount of reimbursement due from the CONTRACTOR shall be determined.

XXIV. NOTICE

Any notice, request or demand required or permitted to be given hereunder by either party to the other shall be effected either by the parties in writing and given personally or mailed certified, return receipt requested, postage prepaid or telecopier with applicable verification of date and time initiated, at their respective addresses set forth below, or to such address as such party may provide in writing from time to time and such notice will be deemed to be legally effective. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of three (3) days after mailing or verified receipt whichever is earlier.

XXV. NON-ASSIGNABILITY CLAUSE

This Contract or any right accruing hereunder shall not be assigned by CONTRACTOR in whole or in part without the prior written consent of the ALLIANCE. Any assignment in violation hereof shall be invalid.

XXVI. CHANGE IN CONDITION

CONTRACTOR shall immediately and in writing notify the ALLIANCE of any material change from CONTRACTOR's present financial or other condition, which could significantly affect CONTRACTOR's ability to perform or comply with any provision or objective of this Contract. Material changes include, but are not, limited to: bankruptcy of the CONTRACTOR, lawsuits or other legal action which may impact the financial viability of CONTRACTOR, suspicions or official investigations of fraud or abuse on the part of CONTRACTOR's staff, officers, or directors, theft or loss of funds or equipment which support the contracted activities, and/or resignation or transfer of key staff.

The Parties acknowledge that this Contract was approved by the ALLIANCE Board of Directors and executed and that such approval was on the basis of a competitive procurement and selection process. The Parties acknowledge further that CONTRACTOR may at any time be changing, in whole or in part, its corporate structure, ownership or financial relationship, through some form of purchase and sale, corporate buy-out, merger, subdivision, or other such corporate or legal transaction, thereby changing the corporate relationship from which CONTRACTOR was an integral and/or legal part of at the time of the submission of its proposal. Therefore, the Parties agree that in the event that CONTRACTOR is merged, transferred or subdivided into or apart from any entity that currently constitutes the corporate structure, then CONTRACTOR shall in writing notify ALLIANCE of any change in its corporate structure and the effective date of such change. ALLIANCE shall have sixty (60) days prior to the

effective date of any such change occurring in order to review and approve any such change or to renegotiate the terms of the contract with CONTRACTOR based on such change, which shall be considered a substantial and material change in the approval and selection of CONTRACTOR. Included in the notice provided by CONTRACTOR shall be a full, true and correct disclosure of the proposed transaction and a description of the resulting corporate change, including financial information on the responsible parties, corporate entities, subsidiaries, affiliated companies, supporting the CONTRACTOR and any other information that may be requested from ALLIANCE during the notice period. No approvals or consents by ALLIANCE hereunder shall be unreasonably withheld unless specifically provided herein.

XXVII. AMENDMENTS

- A. Except as provided in paragraph (A)(2) and Section (B) below, this Contract may be amended by the ALLIANCE and CONTRACTOR only in writing and properly executed by the parties hereto.
1. The parties hereby agree that, in the sole determination of the ALLIANCE that said action serves the accomplishment of the purpose of the Workforce Investment Act of 1998, the Welfare Transition Program and/or Welfare To Work requirements, in Region 21, the provisions of this Contract with respect to the dates and time for conduct of program requirements (but not with respect to the beginning and ending dates of the term of this Contract), for the submission of invoices, and the location of the program may be modified with legal concurrence and upon the execution by the ALLIANCE and the CONTRACTOR authorized signatory official of an amendment setting forth such modifications, which shall be attached to this Contract and become a part hereof.
 2. Any modifications shall not affect any other provisions of this Contract unless expressly stated therein, such as an increase in costs, and shall be for convenience only. If any such modification results in an increase or decrease of the services to be provided, or otherwise affects the contract price or costs of this Contract, the ALLIANCE shall make an equitable adjustment in the contract price accordingly.
 3. Nothing in this section shall excuse the CONTRACTOR from proceeding with this Contract as originally agreed until a written modification has been fully executed.
 4. Notwithstanding changes due to requirements pursuant to new laws, the ALLIANCE may, from time to time, request changes in the Statement of Work of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the ALLIANCE and the CONTRACTOR, shall be incorporated in written amendments to this Contract. If the ALLIANCE and the CONTRACTOR are unable to reach agreement on any equitable adjustments, the ALLIANCE shall make a determination as to the adjustment. If the CONTRACTOR does not agree with the determination, the matter shall be resolved in accordance with ALLIANCE Grievance Procedures.

B. UNILATERAL AMENDMENTS

1. In the event of termination, suspension or reduction of any of the State or Federal funds under which this Contract is funded, this Contract shall be reduced to the level of funds available, or suspended until further notice, or may be terminated by ALLIANCE.
2. Unilateral modification by the ALLIANCE of any of the terms of this Contract may occur in cases of material changes in the financial or other condition of the CONTRACTOR, non-compliance, unreasonable delays, non-performance, or under-performance on the part of the CONTRACTOR in fulfilling its obligations under this Contract.
3. On a regular basis the ALLIANCE shall monitor the CONTRACTOR against the Statement of Work, Budget or Payment Schedule, as stated in this Contract and included as Attachments to this Contract. CONTRACTOR agrees under-performance as defined in the ALLIANCE Deobligation Policy shall constitute automatic consent for unilateral reduction of Contract funds to the level of actual performance. A copy of such unilateral modification shall be given to the CONTRACTOR.
4. It is expressly understood and agreed by the parties hereto that at all times this Contract must be in compliance with the rules and interpretations of the Act as determined by Agency for Workforce Innovation, Workforce Florida Inc., and/or the ALLIANCE; and that unilateral amendments, changes, interpretations, and clarifications of terms central to this Contract will be made by the ALLIANCE throughout the Contract period in order to ensure full compliance with all applicable laws and regulations governing this program.
5. Any alterations, additions, or deletions to the terms of any part of this Contract which are required by changes in Federal or State law or regulations, or by ALLIANCE issuances, are automatically incorporated into this Contract with written amendment hereto, and shall become effective on the date designated by such law, regulation or issuance.
6. In order to ensure the legal and effective performance of the contract by both parties, it is agreed by the parties hereto that the performances under this contract may be amended in the following manner: ALLIANCE, from time to time during the period of performance of this contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall have the effect of qualifying the terms of this contract and shall be binding upon CONTRACTOR as if written herein, provided however that such policy directives shall not alter the terms of this contract so as to relieve the ALLIANCE of any obligation specified in this contract to reimburse CONTRACTOR for costs properly incurred prior to the effective date of such policy directives.
7. Except as specifically provided by the administrative requirements, this Contract, or the provisions of any attached Specific Program and Service Provisions, any

other alterations, additions, or deletions to the terms of this contract shall be by modification hereto in writing and executed by both parties to this contract.

XXVIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- A. The CONTRACTOR shall establish and maintain a non-discrimination policy providing that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program it administers because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, and otherwise conforming with the requirements of federal and state regulations promulgated thereunder. The CONTRACTOR shall also establish and maintain personnel policies and an affirmative action plan consistent with such non-discrimination policies.
- B. As a condition to the award of financial assistance under the Workforce Investment Act of 1998, the Welfare Transition Program, TANF requirements from the Department of Labor, and in accordance with 29 CFR part 34.20, the CONTRACTOR assures, with respect to the operation of the Workforce Investment Act of 1998, the Welfare Transition Program, TANF requirements funded program or activity and all contracts or arrangements to carry out the Workforce Investment Act of 1998, the Welfare Transition Program, TANF funded program requirements or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998, the Welfare Transition Program and TANF requirements, as amended, including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements and regulations imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.
- C. As subcontracts and supplier contracts become necessary to carry out the requirements of this Contract, CONTRACTOR covenants to make a good faith effort to contract with historically underrated businesses certified by the State of Florida, as that term is defined by paragraph 48 1. 10 1, Florida Government Code.

XXIX. ACCESSIBILITY TO HANDICAPPED AND LIMITED ENGLISH-SPEAKING

1. The CONTRACTOR shall conduct all activities under this Contract in accordance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 as amended, and the regulations promulgated under such Acts, with respect to the disabled and the limited English-speaking.
2. The CONTRACTOR shall assure that programs and activities under this Contract are accessible to the disabled without discrimination, including:
 - a) making reasonable accommodation for an individual's disability;
 - b) the provision of services in the most integrated setting appropriate to the needs of the disabled individual; and
 - c) providing auxiliary aids for the vision and hearing impaired during recruitment, referral, and assessment of prospective program participants.
3. The CONTRACTOR shall maintain the physical facilities utilized under this Contract as accessible to the disabled in accordance with the applicable standards of the General Services Administration, or shall submit to the ALLIANCE an alternate plan for access by the disabled to services provided under this Contract.
4. Where a significant number or proportion of the population eligible to be served under the Contract needs service or information in a language other than English in order to be effectively informed or to participate in the services provided under the Contract, the CONTRACTOR shall take reasonable steps, considering the size of the program and the

size and concentration of such population, to make available to such persons in appropriate languages any written and audio-visual materials distributed to the public regarding the services provided under the Contract.

XXX. DRUG-FREE WORKPLACE RULE

CONTRACTOR assures and guarantees that it shall comply with the Federal Drug Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission, as follows:

- A. CONTRACTOR shall publish a statement notifying employees and customers that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace/training site and specifying the consequences of any such employee violation.
- B. CONTRACTOR shall establish a drug-free awareness program to inform employees and customers of the dangers of drug abuse in the workplace, CONTRACTOR's policy of maintaining a drug-free workplace/training site, availability of counseling, rehabilitation, and employee assistance programs, and penalties which may be imposed for drug abuse violation.
- C. CONTRACTOR shall give a copy of the policy statement to each of CONTRACTOR's employees and customers engaged in the performance of activities under this Contract.
- D. CONTRACTOR shall notify the employees and customers in such statement that as a condition for employment or participation in training under this Contract, the employee and or customer will abide by the terms of the statement and notify CONTRACTOR of any conviction or violation of a criminal drug statute in the workplace/training site no later than five (5) calendar days after the conviction.
- E. CONTRACTOR agrees to take disciplinary action against any employee or customer convicted for violation of any criminal drug statute in the workplace/training site or require participation in a drug abuse assistance or rehabilitation program in the case of an employee only.
- F. CONTRACTOR further assures that it will notify the ALLIANCE, within five (5) calendar days, of any criminal drug statute violation by a CONTRACTOR employee/customer.

XXXI. NOTICE OF TERMS OF CONTRACT

The CONTRACTOR shall take such steps as necessary to assure knowledge and understanding of the terms of this Contract by all staff, agents, and subcontractors of the CONTRACTOR engaged in the provision of services under this Contract, including but not limited to obtaining a signed statement from each such person that he or she has read this Contract in its entirety and understands its terms. Such statement shall be retained on file with the CONTRACTOR.

XXXII. CERTIFICATION OF CONDUCT

The CONTRACTOR represents and warrants that to the best of its knowledge, its officers, agents, employees, and subcontractors have not offered or given, and will not

offer or give, any gratuity to any officer, employee, Board member or agent of the ALLIANCE with the purpose or intent of securing an contract or securing favorable treatment with respect to the awarding or amending of an contract or the making of any determination with respect to the performance of an contract. The CONTRACTOR further represents and warrants that to the best of their knowledge it has not made and will not make any material misrepresentation or omission in the course of submission of a proposal for, negotiation of, or maintenance in effect of, this Contract.

The CONTRACTOR shall not hire a person in an administrative capacity, staff position, or on-the-job training position funded under this Contract if any member of the individual's immediate family is employed in an administrative capacity with the CONTRACTOR. CONTRACTOR's staff person shall not appoint, employ, promote or advance, or advocate for appointment, employment, promotion or advancement in or to a position in the organization over which the staff person exercises jurisdiction or control over any individual who is a member of the individual's immediate family. An individual may not be appointed, employed, promoted or advanced in, to a position or to a funded organization if such appointment, employment, promotion or advancement has been advocated by a staff person serving in or exercising jurisdiction or control over the entity who is also a member of the individual's immediate family.

XXXIII. PATENT/COPYRIGHTS/RIGHTS TO DATA/TRADEMARKS

1. The CONTRACTOR shall indemnify the ALLIANCE and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair to real property (hereinafter referred to as "construction work") under this Contract, or out of the use or disposal by or for the account of the ALLIANCE of such supplies or construction work.

Notwithstanding the indemnification described above, nothing contained in this section shall be construed as a waiver of any right or defense that CONTRACTOR has under Florida Statutes Section 768.28.

2. The CONTRACTOR shall convey to the ALLIANCE, upon written request, title to any subject invention, if the CONTRACTOR fails to disclose to the ALLIANCE or elect title to the subject invention within two months of disclosing it in writing to the CONTRACTOR personnel responsible for patent matters, or elects not to retain title; provided, that the ALLIANCE may only request title within sixty days after learning of the failure of the CONTRACTOR to disclose or elect within the specified times.
3. The CONTRACTOR shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the ALLIANCE obtains title, except if the CONTRACTOR fails to disclose invention within the times specified in this section. The license is transferable only with the approval of the ALLIANCE, except when transferred to the successor of that part of the CONTRACTOR's business to which the invention pertains.
4. Except as provided in paragraphs 6, 7, and 8 of this section regarding copyright, the ALLIANCE shall have unlimited rights in:

- a) Data first produced in the performance of this Contract;
 - b) Form, fit, and function data delivered under this Contract;
 - c) Data delivered under the Contract (except for restricted computer software) that constitute manuals for instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Contract; and
 - d) All other data delivered under this Contract unless provided otherwise for limited
 - e) rights data or restricted computer software in accordance with paragraph 11 of this section.
5. CONTRACTOR shall have the right to:
- a) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the CONTRACTOR in the performance of this Contract, unless provided otherwise in paragraphs 9 and 10. of this section;
 - b) Protect from unauthorized disclosure and use of data which are limited rights data or restricted computer software; and substantiate use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs 11 and 12 of this section.
6. CONTRACTOR may establish claim to copyright subsisting in any data first produced in the performance of this Contract, except otherwise specifically provided. When claim to copyright is made, the CONTRACTOR shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of ALLIANCE sponsorship (including contract number) to the data when such data are delivered to the ALLIANCE, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the CONTRACTOR grants to the ALLIANCE, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, perform and display publicly, by or on behalf of the ALLIANCE.
7. CONTRACTOR shall not, without prior written approval of the ALLIANCE, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and which contains the copyright notice of 17 U.S.C. 401 and 402, unless the CONTRACTOR identifies such data and grants to the ALLIANCE, or acquires on its behalf, a license of the same scope as set forth in paragraph 6 of this section; **PROVIDED**, however, that if such data are computer software the ALLIANCE shall acquire a copyright license as may be provided in a collateral contract incorporated in or made a part of this Contract.
8. The ALLIANCE agrees not to remove any copyright notices placed on data pursuant to this section, and to include such notices on all reproductions of the data.
9. The CONTRACTOR shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the CONTRACTOR in the performance of this Contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this section or expressly set forth in this Contract.

10. The CONTRACTOR agrees that to the extent it receives or is given access to data necessary for the performance of this Contract that contains restrictive markings, the CONTRACTOR shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the ALLIANCE.
11. When data other than that listed above is specified to be delivered under this Contract and qualify as either limited rights data or restricted computer software if the CONTRACTOR desires to continue protection of such data, the CONTRACTOR shall withhold such data and not furnish it to the ALLIANCE under this Contract. As a condition to this withholding, the CONTRACTOR shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer database for delivery to the ALLIANCE are to be treated as limited rights data and not restricted computer software.
12. The CONTRACTOR is responsible to obtain from its subcontractors all data and rights therein necessary to fulfill the CONTRACTOR's obligations to the ALLIANCE under this Contract. If a subcontractor refuses to accept terms affording the ALLIANCE such rights, the CONTRACTOR shall promptly bring such refusal to the attention of the ALLIANCE and shall not proceed with the subcontract award without further authorization.
13. The CONTRACTOR shall report to the ALLIANCE, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the CONTRACTOR has knowledge.
14. In the event of any claim or suit against the ALLIANCE on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed under this Contract, the CONTRACTOR shall furnish to the ALLIANCE, when requested by the ALLIANCE, all evidence and information in possession of the CONTRACTOR pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the ALLIANCE except where the CONTRACTOR has agreed to indemnify the ALLIANCE
15. The CONTRACTOR agrees to include, and require inclusion of this section in all subcontracts at any tier for supplies or services expected to exceed Twenty Five Thousand Dollars (\$25,000).
16. The parties shall at all times recognize, respect, protect and use any and all trademarks in connection with this Contract in a manner consistent with the acknowledged rights of its owners and high standards by which it is known, and the parties shall not take any action whatsoever which might demean the good name of a trademark or detract from the reputation of the trademark or its owner. Each party has the duty to notify the owner of such trademark of any trademark violation or infringement occurrence within a reasonable time.

XXXIV. CERTIFICATION REGARDING LOBBYING

CONTRACTOR certifies, to the best of his or her knowledge and 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 a CONTRACTOR, 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 contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

1. If any non-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 CONTRACTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative contracts) and that all subrecipients shall certify and disclose the same accordingly.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. 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.

XXXV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

CONTRACTOR certifies to the best of its knowledge and belief, that that neither CONTRACTOR, nor its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or Agency.
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or 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. Additionally, CONTRACTOR shall comply with this Section XXXV. requirements with regards to its subcontractors. It shall ensure and require the same certification from its subcontractor(s), which shall be forwarded to ALLIANCE along with the notification of Subcontract as required by this Contract.
4. Are not presently indicted for 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;
5. Where the CONTRACTOR is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation to this contract.

XXXVI. CERTIFICATION REGARDING CLEAN AIR ACT (1970) AND AMENDMENTS OF 1990

- A. In June 1989 President Bush proposed sweeping revisions to the Clean Air Act. Building on congressional proposals advanced during the 1980s, the President proposed legislation designed to curb three major threats to the nation's environment and to the health of millions of Americans: acid rain, urban air pollution, and toxic air emissions. The proposal also called for establishing a national permits program to make the law more workable, and an improved enforcement program to help ensure better compliance with the Act, and to provide for attainment and maintenance of health protective national ambient air quality standards. The Act also contains provisions to provide additional unemployment benefits through the Workforce Investment Act to workers laid off as a consequence of compliance with the Clean Air Act.

- B. The CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals are in compliance with the Clean Air Act, and are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions or federal funding by a Federal department or CONTRACTOR based on any violations or non-compliance with the Clean Air Act.

XXXVII. PURCHASED EQUIPMENT AND INTELLECTUAL PROPERTY RIGHTS

- A. If CONTRACTOR uses ALLIANCE funds to purchase non-expendable personal property and software, including lease/purchase of equipment with a Unit Acquisition Cost or a Total Aggregate Cost of One Thousand Dollars (\$1,000) or more, it must be an approved budget line item and the Contractor will submit to ALLIANCE a written request for review and concurrence prior to acquisition (purchase). A "Unit Acquisition Cost" is any one item of non-expendable personal property; a "Total Aggregate Cost" is the sum total of any number of unit acquisition cost items purchased in one transaction or any number of related procurement transactions where each item's unit acquisition cost is less than One Thousand Dollars (\$1,000). "Total Aggregate Cost" includes multiple procurement purchases over several transactions or periods of any number of similar items or necessary parts of one larger procurement item which total sum costs added together is equal to or above the One Thousand Dollars (\$1,000) limit. Only upon approval in writing by ALLIANCE, then CONTRACTOR is authorized to acquire such property. All equipment shall be purchased by the ALLIANCE on behalf of the CONTRACTOR to ensure procurement rules are met, cost estimates are completed as required by law, and the equipment is purchased at a fair and competitive price.
- B. All equipment acquired by the CONTRACTOR with the Workforce Investment Act of 1998, Welfare Transition Program and/or TANF funds awarded under this Agreement of One Thousand Dollars (\$1,000) or more shall become the property of the ALLIANCE at the time of purchase
- C. Equipment shall be tagged and recorded on the property inventory of the ALLIANCE at such time and location as shall be mutually agreed upon by both parties of this Contract. The Equipment shall then be forwarded to the CONTRACTOR for usage throughout the term of the Contract.
- D. The CONTRACTOR shall use reasonable care and provision for such property and will not assume liability for property lost, stolen, or damaged but shall notify the ALLIANCE on each such occurrence. All equipment recorded on the property inventory of the ALLIANCE shall be relinquished to the ALLIANCE at the conclusion of this Contract.
- E. If the Workforce Investment Act of 1998, the Welfare Transition Program and/or TANF funded property is used for non- Workforce Investment Act, Welfare Transition Program and/or TANF purposes at any time, just compensation must be paid to ALLIANCE. Such usage must be authorized by the ALLIANCE and compensation agreed upon in advance. Non- Workforce Investment Act, Welfare Transition Program and/or TANF usage shall be documented in the form of usage logs or daily schedules. Compensation may be in the form of in-kind contributions addressed in a non-financial agreement or in the form of rental fees addressed in an Amendment to this Contract.

ATTACHMENT B
13. ALLIANCE CERTIFICATE OF DELIVERABLE ACCEPTANCE

I. **CONTRACTOR NAME:** SCHOOL DISTRICT OF PALM BEACH COUNTY

II. **SUBCONTRACT NO.:** WDB04-1257

III. **CONTRACTOR ADDRESS:** 3310 Forest Hill Boulevard, Wing C, West Palm Beach, Florida 33406

IV. **CONTRACTOR TELEPHONE/FAX NO.** _____ **E-MAIL:** _____

V. **IN ACCORDANCE WITH THE REQUIREMENTS OF THE ABOVE REFERENCED CONTRACT BETWEEN WORKFORCE ALLIANCE, INC. AND CONTRACTOR, CONTRACTOR CERTIFIES BY SIGNING BELOW THAT THE BELOW DELIVERABLE HAS BEEN COMPLETED IN FULL, HAS SUBMITTED HERewith DOCUMENTATION AS VERIFICATION OF COMPLETION, AND REQUESTS PAYMENT.**

VI. **CONTRACTOR REPRESENTATIVE'S SIGNATURE:** _____ **DATE:** _____

VII. **CONTRACTOR REPRESENTATIVE'S NAME PRINTED:** _____

VIII. **REVIEWED FOR PAYMENT (ALLIANCE STAFF) SIGNATURE:** _____ **DATE:** _____

(1) **ALLIANCE Staff Name Printed:** _____

(2) **Approved for payment YES:** _____

(3) **Approved for payment NO:** _____

(If Not Approved Explain Why In Section IX. Below & Return To CONTRACTOR)

IX. **DELIVERABLE NO.** _____ **IS NOT ACCEPTABLE FOR THE FOLLOWING REASONS:**
(CONTRACTOR HAS TEN (10) DAYS AFTER RECEIPT TO ADDRESS DELIVERABLE AND RESUBMIT TO THE ALLIANCE)

ATTACHMENT C: STATEMENT OF WORK

Narrative Requirements

I. Need Statement

(Maximum points possible 10)

Identify the target population.

The targeted population of the West Palm Beach Front Porch designated area consist of those adults with low literacy skills who lack the foundation they need to find and keep adequate employment and support the educational needs of their children. It is predominately African American and Guatemalan with an interest in improving the prospects for employment, housing, education and social empowerment. Demographics in these census tracts (17,23,24) indicate 58.73% households have a single female parent and head of household, 53.73% are family households with children under 18; average unemployment rate between 9 and 22 percent and between 17 and 28 percent of these adults are below a 12th grade education level.

Describe the need the project will serve for adult education and family literacy.

The project will address the need to improve adult education and family literacy. Compared to Palm Beach County, the Front Porch designated community has a low literacy level and higher levels of unemployment. There is a critical need for adults in the Front Porch target population to participate in this project. Enrolled residents can raise their literacy level, learn life-management techniques, learn problem solving, utilize community resources and pass these valuable skills on to their children. By expanding their social support networks, participants can bring a needed revitalization to the Front Porch community.

Identify the risk factors and indicators that contribute to the problem.

Characteristics of Front Porch community residents in-need include high risk for academic and economic failure and substance abuse. Indicators that corroborate this are the high crime rate, unemployment rate and low literacy levels for the area.

Describe the impact of the problem on the target population.

The impact of low literacy levels and the lack of work experience prevent the Front Porch residents from achieving full self-sufficiency and employment. Without educational opportunities this population will struggle to improve economic, educational and social skills to compete in the local workforce and Palm Beach County as a whole.

Provide supporting data to validate the need.

In Palm Beach County, 22% of adults function at the lowest level of literacy and 40% of children enter fourth grade unable to read at grade level. In addition, 75% of unemployed adults have reading or writing difficulties.

Household Income Levels: Close to half, 43.29%, of the Front Porch community households earn less than \$14,999 per year. Per capita income in the community ranges from \$5,057 to \$14,520. This compares to \$19,937 in the county.

Poverty Levels: An analysis of the zip code areas shows over 40% of children living below the poverty level. According to data for the designated area, 73% of the households are below poverty levels.

Employment Status: According to the Census 2000, 18% of the households receive public assistance and 50% receive social security. Twenty percent of the male population and 12.4% of the female population is unemployed or underemployed.

Educational Attainment: Almost 18% (17.9%) of the Front Porch population have less than a 9th grade education and only 5.39% have attended a college program.

Head of Household: Of all households in the Front Porch community, 58.73% are single parent, female, head of households with children under 18.

II. Special Emphasis

(Maximum points possible 5)

Describe how the program will improve oral communication skills for the workplace.

Workforce Alliance provides *Work Readiness* instruction at all One-Stop locations. *Work Readiness Certification* is an employer-driven, competency-based training and certification program. The program was developed with input from local businesses regarding entry-level skills and competencies needed in the workplace. The program includes: reading comprehension, writing, business math skills, use of business tools (computers, fax machine, copier), customer service skills and an introduction to general business practices. The resulting program includes a Work Readiness assessment, curriculum materials, a 90-hour training program and an on-line Work Readiness Certification examination. Final certification means that the participant achieved a level of knowledge about workplace behavior and communication skills valued by local employers. Adult Basic Education (ABE) instruction will cover oral communication skills and language comprehension skills during interactive class sessions. This interaction will provide needed practice and give hands on, real life experiences. The Parent and Child Together (PACT) events sponsored by the Palm Beach County Literacy Coalition (PBC Literacy Coalition) encourages the parents to investigate improving their literacy skills by enrolling in adult education classes.

Describe how the program will encourage fathers of disadvantaged populations to participate.

The PACT program invites both parents to participate in the educational activities. It engages both parents and children in interactive and hands on activities and provides a variety of interesting material and lesson plan topics. Through the Parents Night Out events fathers are encouraged to participate in activities that set positive examples for their children. Program events are held in the evening and on weekends to allow both parents and/or grandparent to participate. Forty- three families recently attended an evening PACT event, of those attending seven fathers and one grandfather attended.

III. Proposed Instructional Services

(Maximum points possible 20)

Intensity of Service: Describe how the services of the program are of sufficient intensity in terms of hours and duration to make sustainable changes in achieving learning gains.

The ABE component will be offered at the Pleasant City Multicultural Center and Salvation Army at Northwest, and the Florence DeGeorge Boys & Girls Club in

Northwood a minimum of three times a week for three hours each at a pre-determined time that is most convenient for participants. Computer-based instruction, coupled with tutoring and other group activities, will allow participants to work at their own pace yet maintain interaction with others. Lab times can also be arranged. Software and books will cover a wide range of skill levels from 4th grade through GED.

Effective Practices: Describe the instructional activities and practices used in the program that are built on a strong foundation of research and effective educational practices.

The state licensed and approved curricula for ABE and computer training will be utilized. Experience has shown that this population learns best by doing; therefore, participants will be actively engaged using a variety of instructional methodologies. Activities will be provided in a real-world, work-based context as much as possible. Instructors will provide a comfortable environment and offer frequent rewards and recognition. Instructors are committed to the participants and will extend beyond curriculum instruction by mentoring on a one-to-one basis. Instructors have established a relationship of support that builds self-esteem and constructive educational practices.

Use of Technology: Describe the effective technology activities employed in the program, particularly those incorporating the use of computers.

All three designated sites have computer labs that can utilize the Florida Virtual Adult Learning (FVAL) and McGraw Hill GED/PRE-GED software for this program. In conjunction with the students studying one of the following components; reading, math, science, history and language-the student will acquire computer skills that are needed in workplace environments. The Teknimedia software used in the computer classes will further the participant's computer literacy skills.

Real-Life Context: Describe the instructional activities in the program that will provide learning in a real-life context to ensure that an individual has the skills necessary to compete in the workplace and exercise the rights and responsibilities of citizenship.

The use of software and books which offer literacy training using work-related materials will help to ensure a real-life context for this program. In addition, Work Readiness Training and Certification will be offered to all participants of the program. This training will help to relate the need for reading, math and language skills in a work-based setting. All programs offered by the PBC Literacy Coalition, School District of Palm Beach County and Workforce Alliance's Work Readiness training promote basic tenets of good citizenship. Two modules of the Work Readiness training are devoted to Work Maturity and Employability skills and all other training addresses appropriate behavior in the work place.

Flexible Schedules and Supportive Services:

Describe the activities available for students that will support flexible scheduling in the program. Provide a summary of supportive services such as child care and transportation that will be available to students in the program. These activities should enable all individuals, including

individuals with disabilities or other special needs, to attend and complete the program.

All coursework will be offered in one of three designated locations according to the needs of the participants, day or evening. Special labs will be arranged on the weekend. Supervised childcare activities will be provided at all designated Front Porch location during course work hours. Workforce Alliance's One Stop will provide bus passes to those participates who qualify and an outreach worker will be assigned to provide additional support as needed to assure completion of the program.

Project Management

(Maximum points possible 10)

Describe staffing for the program, outlining the experience and training qualifications for all full-time and part-time instructors, counselors, volunteers, and administrative staff.

The program budget requires the following position: one part-time ABE instructor (approx. 18 hours per week), one PACT Coordinator to provide a minimum of six events at each of the three Front Porch sites, AmeriCorp members and community volunteers and agencies, administrative personnel.

ABE Training Instructors: A minimum of a B.A. degree in education is required. Must be a certified teacher (in appropriate field) within the State of Florida. The candidate must have reliable transportation. The candidate should be well-organized and self-motivated and must be capable of completing tasks in a timely manner with little direct supervision. Must be able to communicate with individuals of every economic and social background and comply with related workplace standards as deemed appropriate to the job.

Front Porch Liaison A minimum of a B.A. degree in education or related field. Provides community outreach and resources.

PACT Coordinator: A minimum of a B.A. degree in education or related field. An AmeriCorp member with experience in the PACT program and Palm Beach Literacy Coalition mission.

AmeriCorp volunteers: A minimum of a B.A. degree in education or related fields. Supports PACT coordinator, ABE instructor and community events.

Workforce Alliance Administrative staff: A minimum of a B.A. or related experience in project management. Coordinates contracts, serves as fiscal agent and monitor program outcomes.

Describe the management information system and processes that will be used to monitor the program and report participant performances/goals attained.

Workforce Alliance staff will be assigned to provide oversight of the project and will act as the contact person to schedule and supervise technical assistance that will be provided by the Board MIS department. The Board staff will be the lead agency with the full cooperation of West Palm Beach Front Porch Revitalization Council, the School District of Palm Beach County and the Palm Beach County Literacy Coalition. The WA staff will ensure that the project's stated goals are achieved and documented by utilizing existing administrative tools for tracking information. All grant objectives will be reported based upon the objective requirements. The Workforce Alliance will monitor contract performance through monthly internal reports.

**V. Past Effectiveness
(Maximum points possible 10)**

Describe how past projects or programs provided by the applicant have improved adult education and family literacy skills.

WA and its partners have successfully demonstrated previously on FDOE grants successfully on West Palm Beach Front Porch community

The School District of Palm Beach County instructs ABE/GED classes in the morning, afternoon and evening in the community centers, this accommodates the participant's schedule. Additional tutoring / workshop sessions has increased participants literacy level and confidence to achieve their GED certificate. The participant's confidence improves to search for job opportunities, when their literacy levels have increased. Workforce Alliance continues to exceed LCP. Due to the combined challenge of limited work experience, low literacy levels and minimal computer skills of Front Porch participants, Workforce Alliance has aggressively sought to maximize participant retention and meet all outlined GED goals

The past PACT program in the West Palm Beach Front Porch Community started in December 2002 has a continued to increase the number of families participating and requesting to enroll in the program. Neighborhood families received new books during each of the sessions to encourage parents to read daily with their children. A weekly book report form measured the progress. At the end of the program each family had a collection of books, that created a beginning of a home library. This home library encourages, reading at home with the family. The PACT events at a consistent time set a positive pattern of activities that the families adopted into their lifestyle. There has been an increase involvement with the student and school assignments, and parents involved with their children's assignments. The PACT program has been successful in creating an increase participation in Parent Teacher Organization (PTO) and School Aged Childcare(SACC) meetings and volunteerism. During scheduled PACT programs, special speakers informed the participants of additional services and educational events. From this outreach, there have been parents who have enrolled in the ABE/GED and other educational events. The PACT time activities have been a positive and powerful method to encourage families to enjoy reading and learning together. Parent and child responses to the activities and to the new books have been enthusiastic and speak to the effectiveness of the program.

Describe past successes in providing outreach, recruitment and retention of educationally disadvantaged students.

The West Palm Beach Front Porch Liaison performs outreach to the residents conducted neighborhood improvement activities. Neighborhood activities consisted of job preference focus groups; adult mentoring services; neighborhood job fairs; community building activities and recruitment of Revitalization Council members and attendees. Front Porch staff, with the aim of motivating participants to become involved in their community coordinated these activities. The West Palm Beach Front Porch Liaison has brought awareness to Front Porch residents that the local community centers are available to raise their levels of education and work preparedness. Front Porch residents have an increased awareness for taking control of their neighborhood and participating in its revitalization.

The School District of Palm Beach County provided the adult education instruction. Strategies included a combination of large and small group activities, computer-based instruction, and one-on-one tutoring. Many students have demonstrated progress and are approaching the educational functioning level needed to succeed on the GED exam. Progress checks, frequent positive reinforcement, rewards and recognition were given during the program. The use of computerized instruction with tutoring allowed individuals to proceed, at the individuals own pace, maximize learning gains and improve computer literacy. Additional labs time are available to help address problem areas of study. Personal coaches and family mentors fostered a closer one on one relationship with participants and their families. Participants that are graduating are invited back to speak about their experiences, which demonstrates achievement and pride in these accomplishments. The educational classes started in July 2003, and are expanding. Due to the combined challenge of limited work experience, low literacy levels and minimal computer skills of Front Porch participants, Workforce Alliance has aggressively sought to maximize participant retention and meet all outlined GED goals in the Front Porch Community. Although the program year is not complete until June 30, 2005, WA anticipates that all GED deliverables will be met.

The Palm Beach County Literacy Coalition provided comprehensive family literacy. An AmeriCorps member instructed parent-child together learning experience (PACT) program where families receive new books during the session to encourage parents to read daily with their children. This is a special time to help parents communicate and learn how to encourage their children in educational development. Letters have been received from parents explaining how their child's grades have improved and how beneficial this program has been to their lives. Many of the families look forward to and plan on educational activities at the community centers and their homes.

VI. Collaboration (Maximum points possible 15)

Identify collaborative partnerships for developing and implementing the project such as consortia of literacy organizations, business and industry, libraries, volunteer literacy organizations and faith-based organizations.

Collaborative partnerships are; School District of Palm Beach County, Palm Beach County Literacy Coalition, West Palm Beach Front Porch Liaison and Workforce Alliance.

Collaborative organizations are: Pleasant City Elementary School, Beacon Center Pleasant City Multicultural Center, Salvation Army of Northwest, Florence DeGeorge Boys & Girl Club of Northwood, City of West Palm Beach, West Palm Beach City Library.

Identify the specific role, activities and expected contributions of each of the partners.

Primary Core Measures: The School District of Palm Beach County will hire Adult Education instructors. The instructors will provide ABE/GED classes on Tuesday, Wednesday and Thursday with flexible hours at the three Front Porch sites: the Multicultural Center in Pleasant City, Salvation Army in Northwest and the Florence DeGeorge Boys and Girls Club in Northwood. **West Palm Beach Front Porch**

Liaison will provide job fair activities to assist with job placement and retention. Workforce Alliance will support this measure with their local One Stop Career Center.

Secondary Core Measures: **The Palm Beach County Literacy Coalition** will provide an AmeriCorps member who will instruct the parent-child together learning experience (PACT) program a minimum of six sessions at each Front Porch site. The Palm Beach County Literacy Coalition will provide new books per PACT session to families and coordinate a reading incentive program to encourage parents to read daily with their children. A weekly book report form will measure daily readings. Palm Beach County Literacy Coalition will participate in other community events to promote and encourages family literacy.

Front Porch Literacy Core Measures: **The West Palm Beach Front Porch Liaison** working with the Revitalization Council will conduct “Parents Night Out” workshops to increased neighborhood residents’ self-sufficiency by using technology to perform literacy activities. Front Porch Liaison will conduct a neighborhood computer literacy classes using Florida Virtual Adult Learning (FVAL) and Tecknmedia software.

Workforce Alliance (WA) will serve as the fiscal agent and provide oversight of the project. WA staff will provide technical assistance and track progress through monthly meeting and reports. Employability skills and Work Readiness Certification program will be offered through the local Palm Beach County One-Stop Career Centers.

VII. State Requirement for Reading (Maximum points possible 5)

Describe how the project will support the Department’s reading initiative, “Just Read, Florida!” Information about the initiative is available at the following web site: www.justreadflorida.org.

The Department’s reading initiative will be supported by the Palm Beach County Literacy Coalition’s program, Parent and Child Together Learning (PACT) that addresses the literacy needs of Front Porch families. The PACT events at a consistent time set a positive pattern of activities that the families adopted into their lifestyle. Coordinating a home reading incentive program encourages parents to read daily with their children and requires the families to submit a book report form indicating their effective use of books read during this shared experience.

The successful collaboration of West Palm Beach Front Porch Liaison, The School District of Palm Beach County, Palm Beach County Literacy Coalition, and Workforce Alliance with Pleasant City Elementary School, Beacon center and the Pleasant City Multicultural Center has coordinated events such as book drives and bingo for books. These community events promote the ‘Just Read, Florida’ initiative for children and their parents in the Front Porch’s schools and community centers.

This project further supports the reading initiative by using McGraw Hill PRE-GED and GED software during ABE/GED class times, which introduces and requires participants to read and comprehend nonfiction, fiction, drama and poetry.

VIII. State Requirement for Dissemination

(Maximum points possible 5)

Describe how information about the methodology and potential replication of Best Practices will be shared with other adult education and family literacy service providers statewide.

Workforce Alliance’s informative web site features “Our Services”, “Events and Meetings”, “Do Business with Us”, “News”, and “Special Project Grants”. Information about best practices, and potential replication will be a new feature on the PY 2004-05 web site upgrade. The West Palm Beach Front Porch Liaison, School District, Palm Beach County Literacy Coalition, and Workforce Alliance actively participate in individual statewide agency meetings that further promote best practices and other collaborations. Workforce Alliance is currently being considered as a model site for several grant projects and is available for technical assistance to other Florida regions and/or state agencies.

A. Project Information

Agency: Workforce Alliance, Inc.	Telephone: 561-837-5500 ext-211
County: Palm Beach County	E-Mail: mford@pbcalliance.com
Contact Person: Marina Ford	Fax: 561-837-5600
Title: Grants Coordinator	Grant Amount: \$50,000

B. Performance Goals (See definitions for core measures on following page.)

(1) Primary Core Measures Projected enrollment for 2004- 2005__10__	(2) Grant Budget per Core Measure		(3) Total Number of Units per Core Measure	(4) Unit Cost per Core Measure
1. Educational Gains/LCPs (Must be addressed by all applicants.)	\$17000	34%	40	\$425.00
2. Placement, Retention and Completion (If this service is provided – must address.)	\$	%		\$
3. Adult High School/GED Diplomas (If this service is provided – must address.)	\$3000	6%	3	\$1000.00

Secondary Core Measures				
(Applicants must address both.)				
1. Increased involvement in education of children	\$12,500	25%	125	\$100.00
2. Increased involvement in literacy-related activities of children	\$12,500	25%	125	\$100.00
Community Technology Core Measures				
(Applicants must address both.) Special Emphasis: No more than \$5,000 can be allocated for these two core measures; and at least two activities must be conducted for each.				
1. Increased neighborhood residents' self-sufficiency through collaborations	\$2,500	5%	2	\$1250.00
2. Increased neighborhood residents' self-sufficiency by using technology to perform literacy activities	\$2,500	5%	2	\$1250.00
Totals	\$50,000	100%		

ATTACHMENT D
14. PROGRAM DELIVERABLES & PERFORMANCE BASED BUDGET

Program Deliverable	COST
Shall Accomplish Forty (40) Literacy Completion Points.	40 participants @ \$325 Each/Up To Maximum of \$13,000
Up To A Maximum Of Three (3) Program Participants Shall Obtain A GED Or H.S. Diploma	3 participants @ \$333.34 Each/Up To A Maximum of \$1,000
Performance Deliverable Total	
\$14,000	

PERFORMANCE BASED BUDGET

(1) OBJECT	(2) PERFORMANCE BASED LINE ITEM BUDGET ACCOUNT TITLE AND NARRATIVE	(3) FTE POSITION	(4) AMOUNT
5660	Part-time Adult Basic Education Instructors to service the three Front Porch communities (16 hours a week for all three sites)	.75	\$13,468
5350,53555450,5455 5470	Benefits: For Part-time ABE Instructor @3.8% (medicare, workman's compensation)		\$532
TOTAL			\$14,000

ATTACHMENT E
15. JOB DESCRIPTION

NEIGHBORHOOD OUTREACH RECRUITER JOB DESCRIPTION
BASIC FUNCTION:

Under the direction of the Community Liaison, perform a variety of specialized professional activities related to the development, recruitment, and implementation of literacy programs and computer technology programs; provide recruitment through a variety of community centers, churches, social service agencies and other organizations in the Front Porch neighborhood.

The Recruiter is expected to provide a high level of professional customer service in public speaking, and during interviewing of candidates. He/she is expected to support the needs of the candidate while enrolled in courses provided in the Front Porch neighborhood at the three neighborhood centers.

Duties:

- Maintain confidentiality of information regarding participants; i.e. health, income, etc,
- Identify non-traditional community groups to provide information regarding the Front Porch literacy programs, computer programs, family Pact
- Coordinate and conduct visits to variety of community based organizations and neighborhood groups.
- Contact groups in writing and by telephone explaining the programs, eliciting participation through outreach.
- Develop and maintain schedule & collaboration with Community Liaison
- Enroll students, interview and advise on opportunities and conditions provide and receive information and assist with any special needs.
- Prepare effective recruitment material; i.e. flyers, etc. to be distributed in the Front Porch neighborhood
- Prepare weekly report of activities (a format will be provided) submitted to Community Liaison every Monday by 12:00
- Must have ability to be flexible and adapt to a variety of situations in a professional manner.

ATTACHMENT F:
STATE 676 TRAVEL REIMBURSEMENT FORM

SEE ATTACHED

**ATTACHMENT G:
DETAIL MONTHLY WORKSHEET**

SEE ATTACHED

**ATTACHMENT H:
DETAIL SALARY WORKSHEET**

SEE ATTACHED