**PREFACE:**

The following is a contract provided as an example of a way to incorporate a WDB’s goals into a subcontract with a vendor/partner. We would like to thank Workforce Solutions Borderplex and Parents as Teachers for allowing us to use this as an example!

We have included much of the overall contract in case it is of help. However, we believe the most interesting portions of the contract will be sections B.2 Contractor’s Responsibilities and B.3 WSB’s Responsibilities. You may also find Sections D.8.1 and E.1 Basic Reporting Requirement of interest since they relate to reporting of expected outcomes.

Is there anything in Attachment A that is specific to the FCE outcomes you seek?

What do you think about referencing the above sections?  Are there other sections that I am missing?

**SAMPLE CONTRACT:**

This Contract Cover Sheet is an informational summary of key elements of a Contract between the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Contractor”). The Cover Sheet is for information purposes only.

**A. CONTRACT INFORMATION**

|  |  |
| --- | --- |
| **Contractor** |  |
| **Tax ID #** |  |
| **Contract Number** |  |
| **Contract Name** | Parents as Teachers Partnership |
| **Term** | September 1, 2018 – July 31, 2019 |
| **Renewal Options** | none |
| **Contract Type** | Fixed Price |
| **Funding/Fixed Price Rate** |  |
| **Funding Source(s)** |  |
| **Effective Date** | September 1, 2018 |

**B. CONTRACTING PARTIES/CONTACT INFORMATION**

|  |  |
| --- | --- |
| **WSB, a local workforce development board for the State of Texas,**  **Grantor** | **Contracting Officer for WSB** (for all official Contract matters, signatures, notices, amendments, modifications, etc.)  Name/Title:  Address:  Telephone:  E-mail:  **WSB Fiscal Administration Department** (for regular Contracting business, discussions, requests, inquiries and to be copied on all official Contract matters)  Name/Title:  Address:  Telephone:  E-mail: |
| **Contractor** | Name:  Contact/Title:  Address:  Telephone:  E-mail: |

**C. KEY CONTRACT TERMS/NOTICES**

|  |  |
| --- | --- |
| **Purpose Statement** | This Contract is written to set forth the terms by which Contractor shall provide services for the Parents as Teachers program. |
| **Terms of Contract** | All portions of the Contract and its Attachments. |
| **Key Notices** | * Contractor must comply with terms of the Contract, as well as applicable federal and state laws and/or regulations, TWC statements and policies and WSB policies. * There can be no verbal modifications to the Contract or verbal agreements of any type, and any alleged verbal modifications or agreements are void. * All invoices must be submitted within 30 days from Contract due date or completion of project or loss/forfeiture of funds will result. * WSB does not waive its sovereign immunity by entering into this Contract. * Any unresolved disputes between the parties pertaining to this Contract will be heard by the State Office of Administrative Hearings (“SOAH”), and not in court. |

**CONTRACT TITLE**

This **Parents as Teachers Partnership Contract**, contract number **\_\_\_\_\_\_\_\_\_\_\_\_\_** (the “Contract”), is made and entered into on **September 1, 2018** by and between the Workforce Solutions Borderplex (“WSB”) and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the “Contractor”).

**Preliminary Statements and Recitals**

WSB is a regional governmental entity established to act as an arm of the State of Texas to carry out the governmental functions of workforce development set forth in Texas Government Code, Subtitle G, Chapter 2308 and related state and federal laws. WSB is certified by the Texas Workforce Commission (“TWC”) as the local workforce development board for the six counties of far West Texas (Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, and Presidio) encompassed within the Workforce region (the “Area”). WSB’s governmental functions include overseeing integrated workforce training, education and related services and programs for the Area.

Now, therefore, in consideration of the foregoing and the mutual terms and provisions contained herein, the parties hereto agree as follows:

**PART A: BASIC TERMS OF AGREEMENT**

**A.1 Contractor’s Duties and Responsibilities: Statement of Work.** Contractor agrees to perform the assigned duties and responsibilities as set forth in the Statement of Work section of this Contract at Part B below.

**A.2 Independent Contractor Status.** The parties agree that Contractor is and will remain at all times a non-exclusive contractor, independent of WSB. As such, Contractor is not authorized to represent or bind WSB except as expressly permitted in writing by this Contract or WSB.

**A.3 Financial Administration.** The general terms for financial administration of this Contract are set forth in the Financial Administration section of this Contract at Part C below.

**A.4 Invoicing and Payment.** The terms for Contractor’s billing and invoicing requirements and the terms upon which Contractor will be paid for its services are set forth in the Invoicing and Payment section of this Contract at Part D below.

**A.5 Funding Sources for Contractor’s Services/Maximum Funding.** The funding source for Contractor’s services will be from the following sources made available to WSB from federal or state sources:

* TRS Quality Award funds
* Child Care Quality

The maximum amount of funding to be made available to Contractor during the Initial Term of this Contract pursuant to the Contract Budget attached hereto, and the maximum amount of total gross payments to Contractor for the duration of the Initial Term of this Contract as set forth in Part C: Financial Administration below. The maximum funding for any renewal terms of this Contract will be specified at the time the renewal is executed. If no maximum funding amount is stated for any renewal term, then there will be no change in the maximum funding amount for the Contract, including the extension.

**A.6 Term.** Unless earlier terminated pursuant to Section 7 below, the term of this Contract shall be from **September 1, 2018 to July 31, 2019** (the “Initial Term”). A Contractor Performance Evaluation, Attachment A will take place at the end the term. The Contractor Evaluation Form will be kept on file and used for future reference of performance.

**A.7 Termination.**

**A.7.1 Termination for Convenience.** This Contract may be terminated for convenience, in whole or in part, by WSB upon 45 days advance written notice to Contractor. Similarly, the entire Contract may be terminated for convenience, by Contractor upon 90 days advance written notice to WSB. For purposes of this provision, “for convenience” means that the Contract may be terminated by either party if the party determines that termination of the Contract is in its best interests or the interests of the Workforce Board Area.

**A.7.2 Termination for Cause by WSB.** This Contract may be terminated immediately for cause by WSB. For purposes of this provision, “for cause” means that the Contract may be immediately terminated by WSB for, reasons including but not limited to, as a sanction against Contractor pursuant to the applicable sanction policies; if Contractor materially breaches any provision of this Contract; if Contractor is in material default; if Contractor violates any material law or regulation applicable to its performance of this Contract; in the event of gross mismanagement of any financial or program terms covered by this Contract; in the event of exceedingly poor performance or fraudulent conduct by Contractor; or in the event Contractor’s performance is jeopardizing the delivery of services under the Contract.

In the event of termination for convenience or cause, Contractor is required to complete any reports or audits required of the Contractor under the Contract. Either party may appeal the other party’s decision to terminate this Contract for convenience or cause pursuant to the appeal provisions contained herein.

**A.8 Contractor’s reporting and Recordkeeping Requirements.** Contractor is required to report to WSB and maintain all program and financial records as set forth in the Reporting and Recordkeeping section of this Contract at Part E below. Contractor is further required to make all reports and maintain all records required by applicable law or as set forth in the Financial Administration section of this Contract at Part C below.

**A.9 Monitoring and Audits.** Contractor is subject to monitoring and audits by WSB as set forth in the Monitoring and Audits section of this Contract at Part F below, and as otherwise set forth in WSB policies and issuances. In addition, Contractor is required to assist WSB and fully cooperate in response to any monitoring or audits by other governmental entities, including but not limited to the TWC or United States Department of Labor (“DOL”), or third parties related to the services covered by this Contract.

**A.10 Sanctions and Remedial Measures.** Contractor acknowledges and agrees that it is subject to sanctions and remedial measures as provided herein and according to WSB policy (available upon request). Contractor acknowledges that failure to comply with any provision set forth in this Contract, federal or state statute or regulation, State Methods of Administration, TWC Commission rules, and assurance, a certification, an application or TWC/WSB policies or procedures referenced in this contract may subject the Contractor to sanctions and enforcement or remedial measures appropriate to the circumstances to include:

• Temporary withholding of payments,

• Disallowance of costs,

• Whole or partial suspension,

• Withholding of future awards or,

• Other remedies that may be available.

Any sanctions or penalties imposed shall conform to rules set forth at Texas Administrative Code Title 40, Part 20, Chapter 800, Subchapter E or other remedies allowed by state and federal laws and WSB policies. Any sanctions or penalties imposed under this Contract may be appealed pursuant to the appeals provisions under applicable law, which are currently codified at 40 TAC §800.191.

**A.11 No Waiver of Sovereign Immunity by WSB/Disputes Referred to SOAH**. It is WSB’s intent, as a unit of state government, to preserve its sovereign immunity to the maximum extent allowed. The parties therefore acknowledge and agree that WSB does not waive its sovereign immunity to suit or liability in any respect by executing this Contract or any other amendment, modification or agreement related to the Contract. To the extent the parties are unable to mutually resolve a dispute regarding the Contract or the performance of the Contract, pursuant to Texas Government Code Chapter 2260, the dispute must be submitted to the State Office of Administrative Hearing (“SOAH”) because WSB has immunity to suit on such matters in court.

**A.12 Property Acquired or Maintained with WSB Funding.** If Contractor acquires and/or maintains property purchased with funds received under this Contract, Contractor shall do so in accordance with OMB Circular A-110 and OMB Circular A-122, as applicable, the Uniform Grant Management Standards and/or the TWC Financial Manual for Grants and Contracts, and directives specified in the TWC Issuance's. Contractor shall obtain prior written approval from WSB in order to purchase non-expendable personal property (including lease/purchase) having a unit acquisition cost of $1,000.00 or more. Contractor shall provide WSB with a purchase notification and description of non-expendable property having a unit acquisition cost of $500.00 or more and/or a useful life of more than one year within 30 days following acquisition. All such property will be marked or tagged by either Contractor or WSB and all information pertaining to each item shall be maintained on file at WSB site. Title for all non-expendable property acquired under this contract shall remain with WSB. Upon contract expiration, all non-expendable property will be transferred to WSB, at no cost to Contractor, for use in other programs.

**A.13 Notices.** Unless otherwise specified herein, any notice or communication required or allowed under the Contract shall be by e-mail, certified mail, return receipt requested, or hand delivery to the representatives designated below, or such other as either party may from time to time designate in writing.

**A.13.1** For WSB: Joyce Wilson, Chief Executive Officer, Workforce Solutions Borderplex, 300 E. Main St., Suite 800, El Paso, Texas 79901; Telephone: 915.887-2200; Fax: 915.351.2790; and e-mail: [???@borderplexjobs.com](mailto:???@borderplexjobs.com)

**A.13.2** WSB Project/Contract Manager: ???, Program Specialist, 915-887-2200, ???@borderplexjobs.com

**A.13.3** For Contractor:

**A.13.4** Where the Contract specifically requires or permits Contractor to provide notice to the “WSB Fiscal Administration Department,” such notice or communication shall be by e-mail, certified mail, return receipt requested, or hand delivery to Fiscal Administration, Workforce Solutions Borderplex, 300 E. Main St., Suite 800, El Paso, Texas 79901; Telephone: 915.887.2229; Fax: 915.351.2790; and e-mail to procurement@borderplexjobs.com.

**A.14 Entire Agreement: Modifications and Amendments.** It is understood and agreed that the terms of this Contract constitute the entire understanding and agreement between the parties regarding the Contract and the parties’ relationship, and may not be changed or modified in any way except in writing signed by the parties. There can be no verbal modifications or amendments to this Contract. In the event of any change, amendment or modification to this Contract by WSB, the change, amendment or modification is only effective if it is in writing and signed by WSB’s Chief Executive Officer. This Contract supersedes all oral or previously written and contemporary agreements between the parties and relating to matters herein. The Attachments attached hereto are incorporated herein and made a part of this Contract. Amendments to any Attachment incorporated herein can be executed only in writing and signed by both of the parties.

**A.15 Severance Clause.** If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, the legality, validity and enforceability of the remaining provisions of this Contract shall not be affected thereby.

**A.16 Conflicts with Governing Law.** In the event of any conflict between laws and/or regulations applicable to WSB and Contractor and the terms and conditions of this Contract, the applicable laws and regulations shall take precedence and govern.

**A.17 Additional Contract Provisions.** Additional provisions of this Contract are contained in the Additional Contract Provisions section of this Contract at Part G below.

**A.18 Section Headings.** The section headings set forth herein are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of this Contract.

**A.19 Authorizations, Certifications.** The Contractor’s authorization to execute this Contract is contained in the Authorizations and Certifications section of this Contract at Part H below.

**A.20 Contractor Evaluation.** A Contractor Performance Evaluation, Attachment A will take place at the end of the term. The Contractor Evaluation Form will be kept on file and will be for use *only* in evaluating performance of contractors. The evaluation can also be used in deciding whether future contract award would be of benefit to WSB.  The Contractor Performance Evaluation form must be completed and signed by the project/contract manager. The project/contract manager may choose to consult with other departments to provide an accurate evaluation.

**PART B: STATEMENT OF WORK**

**B.1 General Background for the Statement of Work.** Contractor will manage and operate the Parents as Teachers program and WSB will be a partner of the program as funded by the funding streams identified in Section A.5 above. Parents as Teachers (PAT) is an evidence-based home visiting model that helps parents

understand child development and connects them to the resources needed to make the best choices for their families. PAT helps parents be their child’s first and most influential teacher and offers experiences that prepare them for a lifetime of learning and success. PAT is used in communities world-wide and the United Way of El Paso County (UWEPC) is proud to be the only AmeriCorps Parents as Teachers Program in the nation.

AmeriCorps programs are often seen as a domestic Peace Corps and members deliver a program designed as support for all parents and adapted to the needs of diverse cultures and special populations. At the end of the AmeriCorps member service term, members earn a $0,920.00 AmeriCorps Education Award which they may use to pay for college, or to pay back qualified student loans. Additionally, AmeriCorps members receive a living allowance for a full 46.5 weeks of service to offset food and housing costs during their term. Other member benefits include:

● Health benefits

● Leadership skills

● Work skills that translate into job experience

● Possible forbearance of qualified student loans

● Personal satisfaction of making a difference, accepting challenges and seeing results

● Teamwork, communication, and essential life skills

United Way of El Paso County has successfully been working with families (expecting mothers and families with children under 5 years old) in PAT since 2014. With funding from OneStar Foundation and Project HOPES they have provided trained and certified PAT Parent Educators to serve El Paso parents and their children. This program is provided at no cost to families and works to improve parenting practices and increase the school readiness of the children. Additional program goals are to: empower parents through knowledge of child development; foster growth and learning; give children a foundation for school success; prevent/reduce child

abuse; increase parents’ feelings of competence/confidence; and develop home-school-community partnerships.

**B.2 Contractor’s Responsibilities.** The responsibilities for Contractor in providing its services include, but are not limited to:

* Outreach to families served by the Workforce Solutions Borderplex
* Monthly basis will conduct presentations on the services offered by PAT to customers attending Workforce orientations
* Submit monthly reporting to Workforce Solutions on families served and types of referrals made
* Conduct personalized home visits with the enrolled families
* Provide enrolled families with early detection of developmental delays and health issues
* Conduct regular screenings for the children of enrolled families
* Provide community resource networks to enrolled families
* Provide enrolled families group connections to other parents and families to build a support network for enrolled families

**B.3 WSB’s Responsibilities**. WSB’s responsibilities in connection with Contractor’s management and operation of the Career Centers will include, but are not limited to, the following:

* Partner with United Way by sponsoring six (6) AmeriCorps Members
* Commit space at WSB’s Horizon Center, Lower Valley (North Loop) Center and North East Center
* Provide workspace and regular access to a telephone and other equipment
* Provide access to a room to have visits with parents (coordination with site manager)
* Site supervisor will provide meaningful supervision for the PAT AmeriCorps Members.
* Provide sponsorship in the form of funding for six (6) people at $0,000 per person = $0,000

**B.4 Procedure for Contractor to Request Additions or Modifications to Statement of Work.** The contractor should discuss any requests with the contract manager. Should the contract manager agree to the changes he/she will communicate with the Fiscal Administration Department to formalize the changes.

**B.5 Incorporation of Contractor’s RFP Response by Reference.** Contractor’s response to the RFP (to the extent the response does not contradict the terms and conditions of this Contract) is incorporated herein by reference, and Contractor agrees to adhere to the proposed service delivery as delineated in its RFP response(s) and accompanying materials.

**B.6 WSB’s Right to Add or Change Contract.** WSB reserves the right to impose additional requirements and/or refinements as appropriate during the course of the contract. In the event WSB desires to make any additions or changes, it will submit an official statement justifying the additions to Contractor’s Statement of Work and outlining the financial proposal, if any, for Contractor’s added services, along with any relevant documentation. WSB and Contractor will thereafter mutually agree to review, evaluate and discuss the information provided by WSB so that the parties may complete any documentation required to ensure the addition/change is encompassed by the Contract within 30 calendar days of the date of submission.

**PART C: FINANCIAL ADMINISTRATION**

**C.1 Funding Amount**. With respect to the funding amount of Contractor’s costs pursuant to Part D below, WSB will reimburse Contractor in an amount equal to $0,000 per person for six (6) people. The total funding amount for this contract is $0,000.01 unless the contract is amended as per the Modifications and Amendments section above at A.14 and the Statement of Work at B.3. The funding will be split amongst the funding sources as follows:

September 1, 2018 – September 30, 2018:  TRS Quality Award $0,181.81

October 1, 2018 – December 31, 2018: TRS Quality Award $0,545.46

January 1, 2019 – July 31, 2019: Child Care Quality $0,272.74

**C.1.1** WSB shall not be responsible to reimburse or otherwise compensate Contractor for expenditures made in violation of the provisions of the legal authorities cited in this Contract, or any other law or regulation applicable to a specific program or service performed under the Contract.

**C.1.2** Under no circumstance will WSB pay more for the services performed pursuant to this Contract than the Contractor’s general public rate, where applicable. Contractor certifies that it has disclosed its general public rate pursuant to this provision, where applicable.

**C.1.3** Except as may be otherwise approved in writing by WSB and signed by its Chief Executive Officer, WSB shall not be liable to Contractor for costs incurred or performances rendered by Contractor before commencement of this Contract or after termination of this Contract.

**C.1.4** WSB will not pay for any costs incurred by Contractor under this Contract which have not been billed to WSB within 60 days following the expiration/termination of this Contract.

**C.2 Method of Payment.**

**C.2.1** WSB agrees, upon receipt of a proper and verified statement of current and/or projected costs for services rendered under this Contract, to make payment in accordance with Part D: Invoicing and Payment below, after deducting any advance payment or previous overpayment billed by Contractor and made by WSB.

**C.2.2** Contractor agrees to provide to WSB a verified and proper statement of charges for services which have been rendered under this Contract, as specified in Part D: Invoicing and Payment below. The statement of charges shall be submitted in accordance with the procedures and time frames prescribed in Part D below.

**C.3 Availability of Funds.** Notwithstanding any other provision of this Contract, it is understood and agreed by the parties hereto that WSB’s obligations under this Contract are contingent upon actual receipt of adequate grant funds from federal and/or state sources to meet WSB’s obligations set forth herein. WSB is only responsible to make payment upon availability of funds from federal and/or state sources.

**C.3.1** Contractor understands that changes, both programmatic and in funding, may occur due to new and/or revised legislation and that such changes may be incorporated into this Contract. Contractor further understands that all funding to be provided by WSB under this Contract is contingent upon the availability of grant funds, federal and/or state authorization for program activities.

**C.3.2** If the grant funds related to this Contract are not forthcoming, are canceled, or are modified: (1) WSB is in no way responsible or liable for the performance, damages or payments beyond the cancellation date or modified amount of the grant; (2) WSB will give written notice to Contractor within 10 working days of receiving the cancellation or modification notice; (3) payments to Contractor shall be prorated out of grant funds up to and including the date of cancellation and/or according to the modified grant amount; and (4) this Contract will be terminated or modified accordingly.

**C.4. Limitation of Liability.**

**C.4.1** Contractor understands and agrees that it shall repay WSB any funds not expended in accordance with this Contract or determined to be expended in violation of the terms of this Contract, and pursuant to the corrective action process in the TWC Financial Manual for Grants and Contracts. Contractor shall be liable for such funds and shall repay such funds even if improper expenditure, if any, was made by a sub-contractor.

**C.4.2** Pursuant to legislation, a representative or former representative of the Contractor may not be held personally liable for a claim, damage, loss, or repayment obligation of federal or state funds that arises from this Contract unless the act or omission that causes the claim, damage, loss, or repayment obligation constitutes official misconduct, willful disregard of the requirements of this Contract, or gross negligence on the part of the individual.

**C.4.3** WSB may provide written notification to the Contractor in the form of either a unilateral letter of notification, with at least a five (5) working day notice, or a bilaterally executed contract modification which shall serve either to obligate additional funds or to de-obligate funds previously obligated under this Contract. WSB shall not be liable to the Contractor for and retains the right to unilaterally de-obligate any excess or erroneous funding obligations inadvertently indicated in any specific program and/or service provision. De-obligation of funds shall be pursuant to Chapter 12, of the TWC Financial Manual for Grants and Contracts.

**C.5 Cost Principles.** Except as otherwise specifically authorized by WSB in writing, Contractor shall comply with the cost principles and administrative requirements set forth in the Office of Management and Budget (OMB) Circulars A-21, A-110, A-122, and 48 CFR, Ch. 1, Subchapter E, Part 31, as supplemented by the final rules promulgated by the Office of the Governor under the Uniform Grant Management Standards (UGMS) and/or the TWC Financial Manual for Grants and Contracts and the issuance of directives specified by TWC.

**C.6 Contractor Indemnification and Bonding Requirements.** The parties understand and agree that WSB shall not be liable for any claims of any type that may be asserted by any third party occurring in connection with the services to be performed by Contractor under the Contract.  Contractor agrees to indemnify, hold harmless and defend WSB, its Chief Elected Officials (“CEOs”), board members, officers, agents, employees and insurers from any actual or alleged liabilities or claims for damages arising out of any cause of action, contract, loss, personal injury or damages to property caused by the negligent acts or omissions of employees, agents, or representatives of Contractor or its subcontractor(s) during the term of and related to this Contract. Contractor is solely and exclusively responsible for the hiring, supervising and termination of its own employees and agrees to indemnify, hold harmless, and defend WSB, its Chief Elected Officials (“CEOs”), board members, officers, agents, employees, and insurers from any actual or alleged liabilities or claims for damages arising out of any cause related to the hiring, supervising and termination, including any alleged claims of discrimination, retaliation, or harassment, of Contractor’s employees during or after the term of and related to this Contract.  Contractor is further solely and exclusively responsible for payment of all compensation and benefits to its own employees and agrees to indemnify, hold harmless, and defend WSB, its CEOs, board members, officers, agents, employees, and insurers from any actual or alleged liabilities or claims for unpaid salaries, wages, and benefits (including claims for unpaid overtime or minimum wages claimed under federal or state law) claimed by Contractor’s employees during or after the term of and related to this Contract.  Contractor’s duty and obligation of indemnification under this provision extends to any losses, damages, fees, penalties, assessments, litigation or arbitration costs, interest, and attorneys’ fees costs incurred by WSB in connection with an indemnified claim.

**C.7 Program Income.** Gross income received by Contractor directly generated by a grant supported activity or earned only as a result of the grant agreement during the grant period will be reported and used in accordance with the contract, and federal and state laws and regulations.

**C.8 Duplicate Funding.** The Contractor is required to allocate costs among benefited funding sources and prohibits the Contractor from charging the contract for costs that are charged to other funding sources. The Contractor should inform WSB if it receives funds that affect the cost or performance of work.

**PART D: INVOICING AND PAYMENT**

**D.1 Total Budgeted Payments.** The total budgeted payment for the Term of the Contract that is allotted to Contractor for commencing and performing its services is **$0,000.01**.

**D.2 Submission of Invoices to WSB.**

**D.2.1** Contractor must submit invoices for each of the amounts listed at C.1 during the time periods listed at C.1 and by no later than the fifth day after the last day of the time period. WSB shall not be liable to Contractor and will not honor requests for payment after 60 days and shall unilaterally de-obligate funding obligations not invoiced or billed within sixty (60) days of the date the invoice becomes due.

**D.2.3** All properly documented invoices will be prioritized and processed within thirty (30) days. Invoices, along with the required forms and documentation, must be submitted to WSB’s Accounting Department at [payments@borderplexjobs.com](mailto:payments@borderplexjobs.com) and to ??? at ???@borderplexjobs.com respectively or by mail to 300 E. Main St, Ste. 800, El Paso, Texas 79901. WSB will not process payments unless the required documentation and forms are submitted with each request for payment.

**D.2.4** If adjustments are necessary, the accounting department will prepare and forward to Contractor a breakdown of the necessary adjustments, along with a detailed explanation for each adjustment.

**D.2.5** After Contractor receives the adjustment notification, Contractor will have 30 days to submit a revised invoice. Upon receipt and verification of Contractor’s revised invoice, WSB will process payment within thirty (30) days.

**D.7.6** If the Contractor does not inquire about an adjustment or resubmits a revised invoice outside of sixty (60) days, WSB shall not be liable to the Contractor and will unilaterally de-obligate funding obligations not billed within the sixty (60) days.

**D.2.7** The Contractor understands that it will only be paid for the services required by the Statement of Work in Part B above, with the terms of payment to be made pursuant to this section.

**D.8 Forms and Documentation Required for the Consideration of Payments.**

**D.8.1** The following must be completed properly and submitted to ensure payments are processed promptly:

**D.8.1.1** Monthly reports on families served and type of referrals. The report must be submitted no later than the 10th of each month.

**D.8.1.2** Invoice.

**PART E: REPORTING AND RECORDKEEPING REQUIREMENTS**

**E.1 Basic Reporting Requirement.** In addition to any other financial reporting requirements set forth herein, upon written request from WSB, Contractor shall submit to WSB such additional periodic ad-hoc reports on the

operation and performance of this Contract as may be requested by WSB. WSB will provide a reasonable time for a response to such a request, considering the nature and availability of the information requested.

Monthly reports will be submitted to Workforce Solutions Borderplex child care program specialist (due by the 10th of each month).

* Monthly report that includes the number of families served and the type of referrals made.
* Monthly report identifying:
  + Name of Workforce orientation where PAT information was presented
  + Number of attendees at each orientation
  + Number of customers interested to participate in PAT program following an orientation

**E.2 Self-Monitoring and Subcontractor Reports.** Contractor shall maintain documentation on its self-monitoring and of any existing subcontractor activities as required by this Contract and make this documentation available to WSB upon request. Furthermore, quarterly self-monitoring reports in accordance with WSB policy shall be submitted to WSB’s Compliance Section.

**E.3 Retention and Accessibility of Records.**

**E.3.1** Contractor shall maintain program and financial management records, which support and document all expenditures of funds made under this Contract. The Contractor shall, for all of its activities under this Contract, maintain a record-keeping system based on the retention and custodial requirements for records as outlined in Chapter 4, Section 4.03 of the TWC Financial Manual for Grants and Contracts, and WIA 29 CFR 97.42, as amended. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.

**E.3.2** Contractor shall retain all fiscal records and supporting documents for a minimum of three (3) years after final contract expiration, or for any greater period specified by WSB or required by authorizing program legislation or regulation. In the event there is an unresolved audit discrepancy at the end of such retention period, the records will be retained until the discrepancy is resolved and written release has been provided by WSB.

**E.3.3** Contractor shall grant access and the right to examine, copy or mechanically reproduce, all reports, books, papers, documents, automated data systems and other records pertaining to this Contract from Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m., excluding state or federal holidays.

**E.3.4** Such rights to access shall continue as long as Contractor retains records.

**E.3.5** Such rights of access and examination are granted to, as applicable:

**E.3.5.1** the United States Department of Labor;

**E.3.5.2** the United States Department of Health and Human Services;

**E.3.5.3** the United States Department of Education;

**E.3.5.4** the United States Department of Agriculture;

**E.3.5.5** the Comptroller General of the United States,

**E.3.5.6** the General Accounting Office,

**E.3.5.7** the Auditor of the State of Texas;

**E.3.5.8** the TWC;

**E.3.5.9** WSB,

**E.3.5.10** other state and federal auditing agencies, including the Chief Elected Officials of the Area; or

**E.3.5.11** any duly authorized representative of the above-named agencies as deemed appropriate by WSB.

**PART F – MONITORING AND AUDITS**

**F.1 Right to Conduct Independent Audit.** WSB reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by Contractor under this Contract. Such an audit may be performed by the local government audit staff, a certified public accounting firm, WSB, or other auditors as designated by WSB and must be conducted in accordance with applicable federal rules and regulations, grant award or program contract guidelines, and established professional standards and practices.

**F.2 Subcontractor Monitoring System.** Contractor shall develop and maintain a subcontractor monitoring system acceptable to WSB covering for any service subcontract it awards from grants or program service contracts under this agreement. Complete records of all monitoring performed by the Contractor shall be maintained and made available to WSB during such subcontract performance periods and for as long thereafter as an unresolved deficiency may require.

**F.3 Performance Evaluation Studies**. WSB retains the right to conduct performance evaluation studies of the Contractor or of any subcontracts for services rendered under this Contract. WSB will report preliminary results to Contractor and any of its subcontractors before the evaluation is concluded and the results are made a matter of record.

**F.4 Limited Audits of Charitable or Faith-Based Organization Subcontractors**. If a charitable or faith-based organization who is a subcontractor to Contractor under this Contract establishes a separate account for the government funds provided through that contract, then only the services and activities supported by those funds will be subject to audit by the Board or its duly authorized representatives.

**F.5 Monitoring and Audit Cooperation.** Contractor and WSB shall cooperate in conducting any audit or examination conducted pursuant to this Section.

**F.6 Technical Assistance.** WSB will provide technical assistance, within reason, to Contractor in correcting the deficiencies noted in any audit, monitoring report or performance evaluation, and may withhold payments as appropriate, pursuant to this Contract or applicable law. Contractor will permit and cooperate with follow-up visits by WSB to review noted deficiencies and to assess appropriate corrective efforts by Contractor. If such deficiencies persist, WSB will apply sanctions as set forth in its sanctions policy.

**PART G: ADDITIONAL CONTRACT PROVISIONS**

**G.1 Non-Exclusive Services.** WSB may undertake or award other contracts for additional or related work. Contractor and such other contractors shall fully cooperate and accommodate each other’s work and activities related to such additional work. Contractor shall not commit or permit any act that would interfere with the performance of work Contractor, its agents, and any other contractors or by WSB itself.

**G.2 Notice of Change in Contractor’s Status.** Contractor shall notify WSB within ten (10) working days of the occurrence of any deviation from Contractor’s present status quo, including, but not limited to; any change in Contractor’s name, governing structure or organization and/or of any voluntary or involuntary actions in bankruptcy which could significantly affect Contractor’s ability to perform any provision or objective of this Contract.

**G.3 Subsequent Workforce Board Policies**. Contractor shall comply with any subsequent Workforce Board policy statements, directives, issuances and/or amendments that may be incorporated herein and made a part hereof by specific reference. Contractor will be provided copies of such policies and be required to sign accepting their terms.

**G.4 No Referral Fees.** Contractor guarantees that under no circumstance will Contractor or its agents charge a fee to an individual(s) for the placement and/or referral of training for that individual(s) under any program.

**G.5 Additional Provisions on Changes, Amendments and Counterparts.**

**G.5.1** Any alterations to, additions to, or deletions from, the terms of this Contract required by recent or subsequent changes in federal and/or state laws and/or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law and/or regulation.

**G.5.2** To ensure the legal and effective performance of this Contract, both parties agree that WSB may amend performance under this Contract during the contract period, by issuing policy directives to establish or clarify performance requirements. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of the 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 WSB of any obligation specified in this Contract to reimburse the Contractor for costs properly incurred prior to the effective date of such policy directives.

**G.5.3** Except as specified in this Contract any other alterations, additions, or deletions to the terms of this Contract shall be by modification hereto in writing and executed only by the mutual agreement of the parties to this Contract. There can be no verbal modifications or amendments to this Contract. There can be no verbal agreements to later modify or amend this Contract. In the event of any change, amendment or modification to this Contract by WSB, the change, amendment or modification is only effective if it is in writing and signed by WSB’s Chief Executive Officer. No other person is authorized to make or offer any change, amendment or modification of this Contract.

**G.5.4** If any change in the service causes an increase or decrease in the price or time required in the performance of this Contract, the price or time required, or both, may be adjusted only by mutual agreement. A time adjustment is only effective if it is in writing and signed by WSB’s Chief Executive Officer or designee; a pricing adjustment will be modified, subject to the requirements of Sections A.14 and G.5.3.

**G.5.5** Contractor may be required to prepare and submit a cost or price analysis in connection with an amendment to, or modification of, this contract. Contractor shall certify that, to the best of its knowledge and belief, the cost data are accurate, complete and current at the time of the requested modification/amendment.

**G.6 Subcontracts.**

**G.6.1** Contractor may enter into subcontracts, defined herein as written legal agreements with another contractor that specifies the terms and conditions for the provision of goods and/or services to be used by the Contractor or by participants in the Contractor’s training programs and which will be paid for with funds from this Contract. The term “subcontractor” shall be defined as any organization, entity or individual that is awarded a sub-contract in accordance with TWC’s procurement standards and procedures and may include a sub-recipient or a vendor.

**G.6.2** Except as specifically authorized by WSB in writing in selecting subcontractors hereunder, Contractor shall establish and adhere to the appropriate procurement system consistent with Federal, State and local laws and any applicable Workforce Board rules or issuance’s, for the award and management of contracts. Contractor, in subcontracting any of the performances hereunder, is not acting as an agent of WSB.

**G.6.3** Contractor shall ensure that the performance rendered under all subcontracts complies with all the terms and provisions of this Contract as if the performance was rendered by Contractor itself. All subcontracts shall be subject to all applicable federal and state laws and Workforce Board contractual related documentation.

**G.6.4** Contractor shall not subcontract with any corporation that is unable to certify that it is current in its State Franchise Taxes, pursuant to Chapter 171, Texas Tax Code or that it is a non-profit corporation. The Contractor may obtain such written certification by utilizing the form provided on the State website at <https://mycpa.cpa.state.tx.us/coa/Index.html>.

**G.6.5** When issuing requests for proposals, bid solicitations, press releases, statements and other documents describing projects or programs funded in whole or in part with Federal funds, all Contractors shall state that the program or project will be financed in whole or in part by Federal funds.

**G.6.6** Contractor shall ensure, by including a specific provision in all subcontracts that its subcontractors comply with all retention, custodial and accessibility requirements for records as required by Part E of this Contract.

**G.6.7** The Contractor shall include the substance of the following provisions in all subcontracts:

Section A.7: Termination

Section A.10: Sanctions or Remedial Measures

Section G.6: Subcontracts

Section G.7: Non-Assignment

Section G.9: Patent Rights

Section G.10: Rights in Data

Section H.2: Legal Authority

**G.6.8** The Contractor shall include the exact language of the following provisions in all subcontracts, except for modifications, to identify appropriate parties to the subcontracts:

Part C: Financial Administration

Part F: Monitoring and Audits

Section E.5: Retention and Accessibility of Records

Section G.11: Prevention of Fraud and Abuse

Section G.12: Prevention of Conflict of Interest

Section G.14: Nondiscrimination and Equal Opportunity

**G.7 Non-assignment.**

**G.7.1** This Contract may not be assigned by Contractor. Notwithstanding any attempt to assign the Contract, the Contractor shall remain fully responsible for performance of this Contract and shall not be released from performing any of the covenants, terms and conditions of this Contract. The Contractor shall be held responsible for all funds received under this Contract. This provision does not affect the Contractor’s ability to subcontract.

**G.7.2** Any subcontractor under this Contract may not assign its interest in this Contract to another party without prior approval from the Contractor. If Contractor approves such assignment, Contractor is then responsible for performing an analysis to determine the financial strength of the subcontractor. Approval for assignment shall not be given to financially weak subcontractors.

**G.7.3** Contractor shall ensure that the performances rendered under all subcontracts comply with all terms and provisions of this Contract as though such performances were rendered by the Contractor. Contractor shall bear full responsibility for the performance rendered by any and/or all subcontractors under all subcontracts.

**G.8 Patent Indemnity.** Contractor shall indemnify WSB, its board members, officers, agents, employees and insurers 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 of real property under this Contract, or out of the use or disposal by or for the account of WSB of such supplies or construction work.

**G.9 Patent Rights.** The parties agree that WSB shall own any invention or intellectual property created hereafter by Contractor related to the performance of the Contract. With respect to any invention resulting from this Contract in which Contractor retains title, WSB shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

**G.10 Rights in Data.**

**G.10.1** For data, including recorded information, regardless of form or media but excluding computer software developed under this Contract or purchased with funds from this Contract, Contractor grants WSB and its designated representatives, a paid-up, nonexclusive, nontransferable, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, perform and display publicly, by or on behalf of WSB.

**G.10.2** Excluding copyrighted, licensed and public domain software, any computer software developed or purchased as required under this Contract, Contractor grants to WSB and its designated representatives, unlimited rights to any data, databases or data processing programs first produced or delivered under this Contract.

**G.10.3** Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill Contractor’s obligations to WSB under this Contract. If a subcontractor refuses to accept the term that offers WSB such rights, the Contractor shall promptly bring such refusal to the attention of WSB.

**G.11** **Prevention of Fraud and Abuse.**

**G.11.1** Contractor shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or Workforce Board rules, policies, and procedures occurring under this Contract.

**G.11.2** In the event Contractor, member of contractor, board, or subcontractor’s staff have or should have knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or rules, policies and procedures occurring under this Contract, Contractor shall report such conduct to WSB and to the TWC Office of Investigations no later than five working days from the date of discovery of such act. An Incident Report regarding such an act must be submitted to:

Texas Workforce Commission

TWC Fraud Hotline at 800-252-3642

Or email at [TWC.fraud@TWC.state.tx.us](mailto:TWC.fraud@TWC.state.tx.us)

**G.11.3** Contractor shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, such subcontractors are aware of TWC’s Fraud and Program Abuse Hotline (1-800-252-3642) and those Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this Contract.

**G.11.4** Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all reports of violations, as listed above. Neither Contractor nor WSB shall retaliate against any person filing a report.

**G.12** **Prevention of Conflict of Interest.** WSB adheres to the conflict of interest and integrity requirements required by applicable law. The conflict of interest rules of 40 Texas Administrative Code Part 20, Chapter 801 are applicable to WSB and incorporate herein by reference.

**G.12.1** In order to maintain the integrity of expenditure of public funds arising from this Contract, conflicts of interest shall be avoided by both parties for all issues related to this Contract.

**G.12.2** No member of Contractor may cast a vote on, or participate in any decision related to, the provision of services by such member, or any organization which that member directly represents, or on any matter which would provide direct financial benefit to that member, or any organization which that member directly represents.

**G.12.3** No person shall participate in any decision relating to any subcontract which affects his/her personal pecuniary interest including, but not limited to:

• Workforce Board of Directors,

• Employees or subcontractors of Contractor, or

• Persons who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this Contract.

**G.12.4** Contractor shall maintain on file, and make available for review by WSB, a statement submitted by each employee, subcontractor, or governing body member disclosing any interest, fact or circumstance which does or may present a potential conflict of interest. Such conflict of interest disclosure statements shall be updated, as circumstances require, but at least annually.

**G.12.5** The above paragraph shall serve as a minimum standard and shall not be construed as to limit the Contractor’s authority for more restrictive governance to prevent real and/or apparent conflicts of interest.

**G.13 Open Meetings and Public Information.** As the recipient of public funding, and in view of its role assisting WSB in carrying out its governmental functions, Contractor may be subject to the requirements of the Texas Open Meetings Act, Texas Government Code, Chapter 551, and the Texas Public Information Act, Texas Government Code, Chapter 552. Accordingly, so as to avoid any possible violation of these open government laws, Contractor agrees that in conducting its activities and meetings under this Contract, it will comply with the provision of the Texas Open Meetings Act and Texas Public Information Act.

**G.14. Nondiscrimination and Equal Opportunity.**

**G.14.1** In the performance of its services under the Contract, Contractor agrees to adhere and comply with the provisions of the following laws:

• Titles VI and VII of the Civil Rights Act of 1964, as amended;

• Equal Pay Act of 1963

• Section 504 of the Rehabilitation Act of 1973, as amended;

• Title IX of the Education Amendments of 1972, as amended;

• The Age Discrimination in Employment Act, as amended;

• The Americans with Disabilities Act of 1990, as amended;

• Nontraditional Employment for Women Act of 1991, as amended 29 CFR § 37; and

• Assurances required for WIOA programs pursuant to 29 CFR 38.20 through 38.21: 38.54; and WIOA Section 188.

**G.14.2** WSB, Contractor and Contractor’s subcontractors (if any) shall make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of this Contract.

**G.14.3** WSB, Contractor and Contractor’s subcontractors (if any) may not deny services under this Contract to any eligible person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his or her participation in any WIOA Title I- financially assisted program and/or activity.

**G.14.4** WSB, Contractor and Contractor’s subcontractor (if any) shall take appropriate steps to ensure the evaluation and treatment of employees and applicants for employment are free from discrimination.

**G.14.5** Contractor shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code §2161.001, including any certified women or minority owned businesses or enterprises.

**G.15. Texas Law.** To the extent necessary, this Contract shall be construed, interpreted and applied in accordance with the laws of Texas.

**G.16. No Waiver.** Except with respect to defaults of subcontractors, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the Contractor to progress in the performance of the work) if such failure arises out of cause beyond the reasonable control and without the default or negligence of the party affected. Such causes may include but are not limited to acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment and usually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

**G.17 Nondisclosure.** The parties agree, unless required by law, not to make each other’s confidential information available in any form to any third party for any purpose other than the implementation of this Contract. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.

**G.18 Complaints.**

**G.18.1** To the maximum extent possible, complaints and disputes between the parties will be first resolved pursuant to any internal dispute resolution policy or procedure adopted and maintained by WSB.

**G.18.2** To the extent the parties are unable to mutually resolve a dispute regarding the Contract or the performance of the Contract through the internal dispute resolution process, pursuant to Texas Government Code Chapter 2260, the dispute must be submitted to the State Office of Administrative Hearing (“SOAH”) because WSB has immunity to suit on such matters in court.

**G.18.3** Complaints relating to a violation of any of the legal authorities cited in this contract or relating to discrimination are addressed pursuant to the Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor and adopted by WSB. The Contractor is responsible for adhering to the complaint processing provisions set forth in the Methods of Administration and WSB Complaint Processing Policy, as amended.

**G.18.4** Contractor should also be aware of and may be eligible to submit complaints under the administrative grievance process set forth in the WIOA/WIA, and its accompanying federal and state regulations for alleged violations of the Workforce Innovation and Opportunity Act/Workforce Investment Act. (See Act: Public Law 105-220, WIA Regulations: 20 CFR Part 652 et al, and Texas Administrative Code: Title 40, Part 20, Chapter 800 et al). Any such complaints can be made to the appropriate officer at WSB.

**G.19 Inconsistency.** To the extent of any inconsistency between the provisions of clauses, attachments, and any other specification or provisions which are part of or incorporated by reference in this Agreement, the following order of precedence shall apply:

**G.19.1** First: The provisions of clauses within the Contract, then

**G.19.2** Second: The provisions of any other part attached or incorporated by reference to this Contract.

**PART H – AUTHORIZATIONS AND CERTIFICATIONS**

**H.1 Contractor Certifications.**

**H.1.1** By signing the Contract, the Contractor certifies, to the best of its knowledge and belief that it will comply with the Title VI of the Civil Rights Act of 1964 (Public Law 88-352) which prohibits discrimination on the basis of race, color or national origin.

**H.1.2** By signing the Contract, the Contractor certifies, to the best of its knowledge and belief that it will comply with the Federal Regulations implementing Section 1352 of the Fraud Civil Remedies Act.

**H.1.3** By signing the Contract, the Contractor certifies, to the best of its knowledge and belief, that it will provide a Drug-Free Workplace(s) in compliance with the Drug-Free Workplace Act of 1988.

**H.1.4** By signing the Contract, the Contractor certifies, to the best of its knowledge and belief, that both it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily from participating in this Contract by any Federal department or agency.

**H.1.5** By signing the Contract, Contractor certifies, to the best of its knowledge and belief, that it is current in State Franchise Taxes, pursuant to Article 2.45, Texas Business Corporation Act, or that it is not subject to such taxes (as a nonprofit corporation or otherwise).

**H.1.6** Contractor agrees and certifies that it will comply with the applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-7), the Copeland Act (40 U.S.C. 3145), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a.

**H.1.7** Contractor agrees and certifies that it will comply with the applicable provisions of the Drug Abuse Office and Treatment Act of 1972 (Public Law 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

**H.1.8** Contractor agrees and certifies that it will comply with the applicable provisions of the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Public Law 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

**H.1.9** Contractor agrees and certifies that it will comply with the applicable provisions of the §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

**H.1.10** Contractor agrees and certifies that it will comply with the applicable provisions of the Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.

**H.1.11** Contractor agrees and certifies that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

**H.1.12** Contractor agrees and certifies that it will comply with the applicable provisions of Texas Government Code, Chapter 573, which requires that no officer, employee, or member of the applicant’s governing body or of the applicant’s Contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

**H.1.13** Contractor agrees and certifies that it will comply with the applicable provisions of the Hatch Political Activity Act (5 U.S.C. §7321-29) which limits the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.

**H.1.14** Contractor agrees and certifies that it will comply with all applicable federal tax laws and are solely responsible for filing all required state and federal tax forms.

**H.1.15** Contractor agrees and certifies that it will comply with all certifications and assurances included in **Attachment B**. The Assurances and Certifications may be copied from the Contractor’s RFP/RFQ proposal (if any) in lieu of signing the form again.

**H.2 Legal Authority.**

**H.2.1** WSB is responsible for, among other things, the administration, planning, oversight and contract close of the integrated workforce development system in the Area, including job training, employment and employment-related educational programs. WSB is the designated administrative entity responsible for the programs under or with respect to the funding sources listed in section A.5 above.

**H.2.2** Contractor represents and warrants that it possesses the legal authority to enter into this Contract and to perform the services it has obligated itself to perform under this Contract. Whenever applicable, the Contractor shall comply with appropriate federal and state licensing or certification requirements.

**H.2.3** The individuals signing this Contract on behalf of the parties hereby represent and warrant that they are fully authorized to execute this Contract on behalf of their respective entity and to validly and legally bind their respective entity to all of the terms, conditions and obligations set forth herein.

**H.2.4** Contractor represents and certifies that it is legally qualified to perform the requirements outlined in this Contract in the State of Texas. If Contractor is incorporated, it has certified that it is registered with the Secretary of the State of Texas. If Contractor is a for-profit Corporation, it either has provided, or will provide during the term of this Contract, a copy of a “Certificate of Account Status” issued by the Comptroller of Public Accounts of the State of Texas.

**H.3 Signatures.**  On this day, I received from Workforce Solutions Borderplex, Inc., this Contract Cover Sheet, a complete copy of the Contract and its attachments.

I have reviewed and agree to the terms of the Contract and its Attachments.

**WITNESS FOR CONTRACTOR**

**AGREED TO AND APPROVED BY:**

Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Type or handwritten name)

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title of Signatory)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS FOR WSB**

**AGREED TO AND APPROVED BY:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Printed Name: n

Its: Chief Executive Officer (CEO)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachments:**

Attachment A Contractor Performance Evaluation

Attachment B Assurances and Certifications

**Attachment A**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **WORKFORCE SOLUTIONS** | | | | | |
| **CONTRACTOR PERFORMANCE EVALUATION FORM** | | | | | |
|  |  |  |  |  |  |
| **Contract title:** |  | | **Contractor:** |  | |
| **Contract Manager:** |  | | **Evaluation Date:** |  | |
|  |  |  |  |  |  |
| *Rating Scale: 1 - Poor 2-Satisfactory 3-Good* | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  | **Grade** |
| **Service Delivery/Responsiveness** | | | | |  |
| *Cooperation and responsiveness towards project completion, management of resources and personnel, coordination and control of issues and resolutions, effectiveness of center supervision, professional conduct of personnel, compliance with laws and regulations, ability to utilize alternative ways of service delivery to maximize efficiencies.* | | | | | |
| **Standard of Care/ Quality of Product** | | | | |  |
| *Quality of work, data collection, identification and correction of deficient work in a timely manner.* | | | | | |
| **Timeliness** | | | | |  |
| *Submittal of reports, financial requirements, invoices and corresponding information by required timelines.* | | | | | |
| **Compliance** | | | | |  |
| *Reports properly completed and submitted on time; compliance policies and regulations; quality of documentation; correction of non-compliance items in a timely manner* | | | | | |
| **Finance** | | | | |  |
| *Minimal financial corrections required.* | | | | | |
| **Total** | | | | | **0.00** |
|  |  |  |  |  |  |
| Contract Manager |  |  |  | Date |  |
| Workforce Services Manager (if needed) |  |  |  | Date |  |
| Comptroller (if needed) |  |  |  | Date |  |
| Compliance Manager (if needed) |  |  |  | Date |  |

**Attachment B:**

**Assurances and Certifications**

The Contractor agrees to comply with all applicable State and Federal laws and regulations governing the Workforce Innovation and Opportunity Act, Workforce Development Boards, and any other applicable laws and regulations.

In addition, the Contractor assures, certifies and understands that: Workforce Innovation and Opportunity Act (WIOA) recipients are obligated to maintain the following assurance for the period during which WIOA Title I financial assistance is extended. Each request for proposal and application for financial assistance under WIOA Title I shall contain the following assurances.

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

Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.”

The Contractor also assures that it will comply with WIOA implementing regulations and all other regulations implementing the laws listed above. This assurance applies to the Contractor’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

|  |
| --- |
| **Debarment, Suspension, and Other Responsibility Matters:** This certification is required by Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76). |

The undersigned Contractor certifies that neither it nor its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this application 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. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of offenses enumerated in Paragraph (2) of this section; and
4. Have not within a three-year period preceding this application had one or more public transactions terminated for cause or default.

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| **Nondiscrimination:** The undersigned Contractor certifies that it shall comply with the nondiscrimination provisions outlined in the WI0A of 2014 including Title I, Sec. 188. This certification is required by Federal Regulations, 29 CFR 38.20 through 38.21: 38.54; and WIOA Section 188. |

Conflict of Interest: The undersigned Contractor certifies that:

1. No manager, employee or paid consultant of the Bidder is a member of the Policy Board, President, or an employee of the Workforce Board;
2. No manager or paid consultant of the Bidder is married to a member of the Policy Board, the President, or an employee of the Workforce Board;
3. No member of the Board of Directors, or an employee of the Workforce Board owns or has any control in the Bidder’s organization;
4. No spouse of a member of the Board of Directors or employee of the Workforce Board receives compensation from Bidder for lobbying activities;
5. Bidder has disclosed within the proposal response any interest, fact or circumstance which does or may present a potential conflict of interest;
6. Should Bidder fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Bidder shall not be entitled to the recovery of any costs or expenses incurred in relations to any contract with the Workforce Board and shall immediately refund to the Workforce Board any fees or expenses that may have been paid under the contract and shall further be liable for any other costs incurred or damages sustained by the Workforce Board relating to that contract.

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| **Lobbying:** This certification is required by the Federal Regulations, Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93). |

The undersigned Contractor certifies that:

1. 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 any officer or employee of Congress, or an employee of a Member of Congress
2. In connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
3. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
4. The undersigned shall require that the language of this certification be included in the award for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-Contractors shall certify and provide disclosure accordingly.

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| Drug-Free Workplace: This certification is required by the Federal Regulations, Implementing Section 5150-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76). |

The undersigned Contractor certifies that it shall provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
2. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor’s policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
3. Providing each employee with a copy of the Contractor’s policy statement;
4. Notifying the employees in the Contractor’s policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five (5) days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
5. Notifying the Commission within ten (10) days of Contractor’s receipt of a notice of a conviction of an employee; and,
6. Taking appropriate personnel action against an employee of violating a criminal drug statue or require such employee to participate in drug abuse assistance or a rehabilitation program.

These certifications are material representations of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

WIOA Sec. 184 (f): Discrimination Against Participants: -- If the Secretary determines that any Contractor under WIOA Title I has discharged or in any other manner discriminated against a participant or against any individual in connection with the administration of the program involved, or against any individual because such individual has filed any complaint or instituted or caused to be instituted any proceeding under or related to WIOA Title 1, or has testified or is about to testify in any such proceeding or investigation under or related to WIOA Title 1, or otherwise unlawfully denied to any individual a benefit to which that individual is entitled under the provision of WIOA Title I or the Secretary's regulations, the Secretary shall, within 30 days, take such action or order such corrective measures, as necessary, with respect to the Contractor or the aggrieved individual, or both.

WIOA Sec. 188 (a):

(1) Federal financial assistance. -- For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title Vl of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving federal financial assistance.

1. Prohibition of discrimination regarding participation, benefits, and employment. -- 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 such program or activity because of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

(3) Prohibition on assistance for facilities for sectarian instruction or religious worship. -- Participants shall not be employed under WIOA title I to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing service to participants).

(4) Prohibition on discrimination on basis of participant status. -- No person may discriminate against an individual who is a participant in a program or activity that receives funds under WIOA title 1, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.

1. Prohibition on discrimination against certain non-citizens. -- Participation in programs and activities or receiving funds under WIOA Title I shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylum seekers, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

20 CFR §667.266 (a): WIOA Title I funds may not be spent on the employment or training of participants in sectarian activities.

Further, the undersigned Contractor certifies that it shall comply with the provisions outlined by the U.S. Department of Health and Human Services (45 CFR 80 and 84).

With regard to section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the provider agrees to comply with the implementing regulations that require that each program of training services, when funded in all or in part with federal funds, shall be accessible to qualified individuals with disabilities. The provider further agrees to meet all applicable requirements regarding facility access.

By signing, the Contractor certifies that it will comply with all other regulations implementing the laws cited above. This assurance applies to the Contractor's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor understands that the United States, the Texas Workforce Commission and/or the Local Workforce Development Board(s) have the right to seek judicial enforcement of this assurance.

Education Standards and Procedures: The undersigned Contractor certifies that it shall comply with the provision outlined in the Workforce Innovation and Opportunity Act of 2014 [Sec. 194]: Except as otherwise provided in this title [WIOA Title 1], the following conditions are applicable to all programs under this title: Standards and procedures with respect to awarding academic credit and certifying educational attainment in programs conducted under such chapter shall be consistent with the requirements of applicable state and local law, including regulation.

Documentation of Financial Stability: The undersigned Contractor certifies that it shall comply with the Texas Workforce Commission rules including Subchapter C, Chapter 841 of 40 TAC with regard to providing documentation of financial stability. As part of their local application requirements, Local Workforce Development Boards are to specify their local protocol for documentation and submission requirements.

Reporting Requirements: The undersigned Contractor certifies that it shall comply with the provisions of Sec. 122 of the Workforce Innovation and Opportunity Act of 2014, the Texas Workforce Commission rules including Subchapter C, Chapter 841 of 40 TAC, and the reporting and procedural requirements issued by the Texas Workforce Commission.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

The undersigned authorized representative of the Contractor herein certifies that the statements above pertaining to Debarment, Suspension and Other Responsibility Matters; Nondiscrimination; Conflict of Interest; Education Standards and Procedures; Documentation of Financial Stability and Reporting Requirements are true and correct as of the date of submission. This does not preclude a given Workforce Board from requiring additional assurances as part of their local application requirements.

Further, the authorized representative acknowledges that any information submitted will be attributed to the Contractor and the Contractor will be responsible and liable for any action taken by the Agency, Local Workforce Development Board(s) or training participants in reliance on that information.

**Contractor must notify WSB in writing if the authorized signatory changes.**

Certified by:

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Signature of Authorized Official

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Typed/Printed Name of Signatory

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Signatory’s Official Title

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Business Name

Date: / / (mm/dd/yyyy)